

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
 ■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

### AGENDA ITEM: 1

**Date:** May 12, 2010

**Subject:** Information Relative to Possible Conflict of Interest

**Recommendation\*:** Note agenda items and contractors/subcontractors, which may require member abstentions due to possible conflicts of interest.

**Background:** In accordance with California Government Code 84308, members of the SANBAG Board may not participate in any action concerning a contract where they have received a campaign contribution of more than \$250 in the prior twelve months from an entity or individual, except for the initial award of a competitively bid public works contract. This agenda contains recommendations for action relative to the following contractors:

Item No.	Contract No.	Principals & Agents	Subcontractors
5	C10164	CityCom Real Estate Services, Inc. <i>Mike Fortunato</i>	None
6	A09192-01	TH Enterprises, Inc. <i>Ted Hoisington</i>	None

\*

*Approved  
Board of Directors*

Date: \_\_\_\_\_

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: \_\_\_\_\_

Item No.	Contract No.	Principals & Agents	Subcontractors
7	C0500604	CASE Systems <i>Sebastian Gutierrez</i>	None
9	C10194	PB Americas, Inc. <i>Douglas B. Sawyer</i> <i>Sr. Vice President/IE Area Mgr.</i>	
12	P10239	Kinder Morgan <i>John Spillers</i>	None
12	C10184	Nolte Associates, Inc. <i>Steve Hiatt</i>	WEC <i>Scott Walker</i> Inland Foundation Engineering <i>Matthew Clarke</i> L.E.H. & Associates <i>Stephen Hackett</i>
12	P10238	Union Pacific Railroad <i>Freddy Cheung</i> <i>Sr. Mgr. Industry/Public Relations</i>	None
14	A07088-01	Caltrop Corporation <i>Robert Spencer</i>	Hernandez, Kroone & Associates Leighton Group STV Corporation TY Lin
20	P10228	EcoSys <i>Christen Bergerud</i>	None

**Financial Impact:** This item has no direct impact on the SANBAG budget.

**Reviewed By:** This item is prepared monthly for review by SANBAG Board and Committee members.

# BOARD OF DIRECTORS ATTENDANCE RECORD - 2010

Name	Jan	Special Jan 20 Mtg.	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Gary Ovitt</b> Board of Supervisors	X		X	X	X								
<b>Brad Mitselfelt</b> Board of Supervisors	X	X	X		X								
<b>Paul Biane</b> Board of Supervisors	X	X	X	X									
<b>Josie Gonzales</b> Board of Supervisors	X	X	X	X	X								
<b>Neil Derry</b> Board of Supervisors	X	X	X	X	X								
<b>Charley Glasper</b> City of Adelanto	X	X	X	X	X								
<b>Rick Roelle</b> Town of Apple Valley	X	X	X	X	X								
<b>Julie McIntyre</b> City of Barstow	X	X	X	X	X								
<b>Bill Jahn</b> City of Big Bear Lake	X		X	X	X								
<b>Dennis Yates</b> City of Chino	X		X	X	X								
<b>Gwenn Norton-Perry</b> City of Chino Hills	X	X	X	X	X								
<b>Ed Graham</b> City of Chino Hills	X	X	X	X	X								
<b>Kelly Chastain</b> City of Colton	X	X	X	X	X								
<b>Mark Nuaimi</b> City of Fontana	X	X	X		X								
<b>Bea Cortes</b> City of Grand Terrace	X	X	X	X	X								

X = member attended meeting. \* = alternate member attended meeting. Empty box = Did not attend meeting. Crossed out box = not a Board Member at the time.

brdatt10

# BOARD OF DIRECTORS ATTENDANCE RECORD - 2010

Name	Jan	Special Jan 20 Mtg.	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Mike Leonard</b> City of Hesperia	X	X	X	X	X								
<b>Larry McCallon</b> City of Highland	X	X	X	X	X								
<b>Rhodes 'Dusty' Rigsby</b> City of Loma Linda	X	X	X	X	X								
<b>Paul Eaton</b> City of Montclair	X	X	X	X	X								
<b>Jeff Williams</b> City of Needles	X		X	X	X								
<b>Alan Wapner</b> City of Ontario	X	X	X	X	X								
<b>Diane Williams</b> City of Rancho Cucamonga	X		X	X	X								
<b>Pat Gilbreath</b> City of Redlands	X		X	X	X								
<b>Ed Scott</b> City of Rialto	X	X	X	X	X								
<b>Patrick Morris</b> City of San Bernardino	X	X	X	X	X								
<b>Jim Harris</b> City of Twentynine Palms	X	X	X	X	X								
<b>John Pomierski</b> City of Upland	X	X	X	X	X								
<b>Ryan McEachron</b> City of Victorville	X		X	X	X								
<b>Dick Riddell</b> City of Yucaipa	X	X	X	X	X								
<b>William Neeb</b> Town of Yucca Valley	X	X	X	X	X								
<b>Ray Wolfe</b> Ex-Official Member	X		X	X	Syed Raza								

X = member attended meeting.

\* = alternate member attended meeting.

Empty box = Did not attend meeting

Crossed out box = not a Board Member at the time.

# BOARD OF DIRECTORS ATTENDANCE RECORD - 2009

Name	Jan	Feb	March	April	May	Special May 20 Mtg	June	July	Aug	Sept	Oct	Nov	Dec
<b>Gary Ovitt</b> Board of Supervisors	X	X		X	X	X	X	X		X	X	X	X
<b>Brad Mitzelfelt</b> Board of Supervisors	X			X	X		X	X	X	X	X	X	X
<b>Paul Biane</b> Board of Supervisors	X		X	X			X	X	X		X	X	X
<b>Josie Gonzales</b> Board of Supervisors	X	X	X	X	X		X		X	X	X	X	X
<b>Neil Derry</b> Board of Supervisors		X	X	X	X	X	X	X	X		X	X	X
<b>Charley Glasper</b> City of Adelanto	X	X	X	X	X		X	X	X	X	X	X	X
<b>Rick Roelle</b> Town of Apple Valley	X	X	X	X	X	X	X	X	X	X	X	X	X
<b>Julie McIntyre</b> City of Barstow	X	X	X	X	X		X	X		X		X	X
<b>Bill Jahn</b> City of Big Bear Lake	X	X	X	X	X	X	X	X	X	X	X	X	X
<b>Dennis Yates</b> City of Chino	X	X	X	X	X	X	X	X	X		X	X	X
<b>Gwenn Norton-Perry</b> City of Chino Hills		X	X	X	X			X	X		X	X	X
<b>Kelly Chastain</b> City of Colton	X	X	X	X	X	X	X	X	X	X	X	X	X
<b>Mark Nuaimi</b> City of Fontana	X	X	X	X	X	X	X	X	X	X	X	X	X
<b>Bea Cortes</b> City of Grand Terrace	*	X	X	X	X	X	X	X	X		X	X	X
<b>Mike Leonard</b> City of Hesperia	X	X		X	X		X	X	X		X		X

X = member attended meeting. \* = alternate member attended meeting. Empty box = Did not attend meeting. Crossed out box = not a Board Member at the time.

# BOARD OF DIRECTORS ATTENDANCE RECORD - 2009

Name	Jan	Feb	March	April	May	Special May 20 Mtg	June	July	Aug	Sept	Oct	Nov	Dec
<b>Larry McCallon</b> City of Highland	X	X	X	X	X	X	X	X	*	X	X	X	X
<b>Rhodes 'Dusty' Rigsby</b> City of Loma Linda	X	X	X	X	X	X	X	X		X	X	X	X
<b>Paul Eaton</b> City of Montclair	X	X	X	X	*		X	X	X	X	X	X	X
<b>Jeff Williams</b> City of Needles	X	X		X	X		X	X	X	X		X	
<b>Alan Wapner</b> City of Ontario	X	X	X	*	X		X	X	X	X	X	X	X
<b>Diane Williams</b> City of Rancho Cucamonga	X	X	X	X	X	X	X	X	X	X	X		X
<b>Pat Gilbreath</b> City of Redlands	X	X	X	X	X	X	X	X	X	X	X	X	X
<b>Grace Vargas</b> City of Rialto	*	X	X	X	X	X	X	X	X	X	X	X	X
<b>Ed Scott</b> City of Rialto	X	X	X	X	X		X	*	X	X	X	X	X
<b>Patrick Morris</b> City of San Bernardino	X	X	X	X	X		X	X	X	X	X	X	X
<b>Jim Harris</b> City of Twentynine Palms	X	X	X	X	X	X	X	X	X	X	X	X	X
<b>John Pomierski</b> City of Upland	X	X	X		X	X	X	X	X			X	X
<b>Ryan McEachron</b> City of Victorville	X	X	X	X	X	X	X	*	X	X	X	X	X
<b>Dick Riddell</b> City of Yucaipa	X	X	X	X	X	X	X	X	X	X	X	X	X
<b>William Neeb</b> Town of Yucca Valley	X	X	X	X	X	X	X	X	X	X	X		X
<b>Ray Wolfe</b> Ex-Official Member	Jesus Galvan	X	X	X	Basem Muallem		Basem Muallem	X	X	X	X	X	X

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## *Minute Action*

AGENDA ITEM: 3

**Date:** May 12, 2010

**Subject:** March 2010 Procurement Report

**Recommendation:**\* Receive Monthly Procurement Report.

**Background:** The Board of Directors approved the Contracting and Procurement Policy (Policy No. 11000) on January 3, 1997. The Executive Director, or designee, is authorized to approve Purchase Orders up to an amount of \$50,000. All procurements for supplies and services approved by the Executive Director, or his designee, in excess of \$5,000 shall be routinely reported to the Administrative Committee and to the Board of Directors.

Attached are the purchase orders in excess of \$5,000 to be reported to the Board of Directors for the month of March 2010.

**Financial Impact:** This item imposes no impact on the FY 2009/2010 Budget. Presentation of the monthly procurement report will demonstrate compliance with the Contracting and Procurement Policy (Policy No. 11000).

**Reviewed By:** This item was reviewed and received by the Administrative Committee on April 14, 2010.

**Responsible Staff:** William Stawarski, Chief Financial Office

*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

### March 2010 Report of Purchase Orders

PO No.	PO Issue Date	Vendor	Purpose	Amount
RCMS #			EDEN	\$
EDEN #				
P10212	03/15/10	Inland Empire Economic Partnership	Inland Empire Economic Partnership 2010 Annual Membership Dues	7,000.00
4000311				
Total \$				\$ 7,000.00



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## *Minute Action*

AGENDA ITEM: 4

**Date:** May 12, 2010

**Subject:** Measure I Revenue Receipts-Program to Date

**Recommendation:**\* Receive and File Report

**Background:** Sales tax revenue collections for the current Measure I expired in March 2010 and will be replaced by the new Measure I 2010-2040. It was originally estimated the existing Measure I revenue would generate approximately \$1.6 billion over a twenty year period. Current accumulative total receipts are \$1,787,555,755 and have exceeded this estimate.

Attached is a summary of the current Measure I receipts by quarter and accumulative total since its inception. The quarterly receipts represent sales tax collections from the previous quarter taxable sales. For example, receipts for January-March represent sales tax collections from October-December.

Measure I revenue receipts for fiscal year 2008-2009 decreased by \$19.7 million or 13.99% from the previous fiscal year due to the current economic recession. Measure I receipts for the first three quarters of fiscal year 2009-2010 have decreased by 23.33%, 17.18% and 4.83% respectively from the previous fiscal year.

*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

BRD1005c-ws  
ISF10  
Attachment:  
BRD1005c1-ws

Measure I revenue for the 2009-2010 fiscal year budget was estimated to be \$117.9 million. It is projected Measure I receipts will decrease to \$106-\$107 million for fiscal year 2009-2010 based on recent collections. In the past, when actual Measure I revenues were less than budget estimates; the shortfall was offset by undesignated fund balance. The severity of the economic downturn and significant decrease in revenue has made it difficult to rely solely on existing fund balances. Project cash flows must be strictly monitored and other funding and/or expenditure reduction alternatives considered in the future.

- Financial Impact:*** The decrease in current and future Measure I collections will have a negative impact on borrowing and delivery of major projects. The economy and future Measure I revenues are not expected to improve until the later part of 2010.
- Reviewed By:*** This item was reviewed and received by the Administrative Committee on April 14, 2010.
- Responsible Staff:*** William Stawarski, Chief Financial Officer

## Summary of SANBAG Measure I Receipts - Program to Date

Fiscal Year	July-September	October-December	January-March	April-June	Fiscal Year Total	Cumulative Total To Date
Receipts Prior to FY 1990/1991						\$4,125,778
Fiscal Year 1990/91	11,694,216	13,253,537	13,308,816	12,398,068	50,654,637	\$54,780,415
Fiscal Year 1991/92	12,989,297	13,860,186	14,037,623	12,897,219	53,784,325	\$108,564,740
% Increase Over 90/91	11.07%	4.58%	5.48%	4.03%	6.18%	
Fiscal Year 1992/93	14,322,191	13,757,064	13,595,748	13,072,609	54,747,612	\$163,312,352
% Increase Over 91/92	10.26%	-0.74%	-3.15%	1.36%	1.79%	
Fiscal Year 1993/94	13,675,785	13,960,957	13,853,502	13,352,206	54,842,450	\$218,154,802
% Increase Over 92/93	-4.51%	1.48%	-1.90%	2.14%	0.17%	
Fiscal Year 1994/95	14,111,381	14,672,672	15,389,457	13,786,993	57,960,503	\$276,115,305
% Increase Over 93/94	3.19%	5.10%	11.09%	3.26%	5.69%	
Fiscal Year 1995/96	15,497,128	15,461,874	15,661,731	15,416,635	62,037,368	\$338,152,673
% Increase Over 94/95	9.82%	-5.38%	1.77%	11.82%	7.03%	
Fiscal Year 1996/97	15,911,748	15,922,724	17,136,362	15,875,921	64,846,755	\$402,999,428
% Increase Over 95/96	2.68%	2.98%	9.42%	2.98%	4.53%	
Fiscal Year 1997/98	17,093,628	17,131,536	18,487,479	16,707,800	69,420,443	\$472,419,871
% Increase Over 96/97	7.43%	7.59%	7.88%	5.24%	7.05%	
Fiscal Year 1998/99	17,809,667	18,707,481	18,359,513	18,367,306.21	73,243,968	\$545,663,838
% Increase Over 97/98	4.19%	9.20%	-0.69%	9.93%	5.51%	
Fiscal Year 1999/2000	19,895,554	19,476,386	21,677,510	20,386,548	81,435,998	\$627,099,837
% Increase Over 98/99	11.71%	-4.11%	18.07%	10.99%	11.18%	
Fiscal Year 2000/2001	21,954,344	23,038,016	22,728,229	22,266,392	89,986,982	\$717,086,818
% Increase Over 99/00	10.35%	18.29%	4.85%	9.22%	10.50%	
Fiscal Year 2001/2002	23,148,536	23,913,766	24,265,400	23,130,264	94,457,965	\$811,544,784
% Increase Over 00/01	5.44%	3.80%	6.76%	-3.88%	4.97%	
Fiscal Year 2002/2003	24,290,692	26,740,547	25,501,345	25,618,125	102,150,709	\$913,695,493
% Increase Over 01/02	4.93%	11.82%	5.09%	10.76%	8.14%	
Fiscal Year 2003/2004	26,423,914	27,772,164	27,825,658	28,329,546	110,351,283	\$1,024,046,775
% Increase Over 02/03	8.78%	3.86%	9.11%	10.58%	8.03%	
Fiscal Year 2004/2005	31,427,542	31,888,708	33,685,113	31,791,981	128,793,344	\$1,152,840,119
% Increase Over 03/04	18.94%	14.82%	21.06%	12.22%	16.71%	
Fiscal Year 2005/2006	35,206,940	38,420,012	37,006,506	35,047,331	145,680,790	\$1,298,520,909
% Increase Over 04/05	12.03%	20.48%	9.86%	-10.24%	13.11%	
Fiscal Year 2006/2007	37,702,174	39,367,420	34,782,181	34,899,517	146,751,291	\$1,445,272,200
% Increase Over 05/06	7.09%	2.47%	-6.01%	-0.42%	0.73%	
Fiscal Year 2007/2008	37,279,235	36,106,832	34,172,721	33,243,262	140,802,050	\$1,586,074,250
% Increase Over 06/07	-1.12%	-8.28%	-1.75%	-4.75%	-4.05%	
Fiscal Year 2008/2009	34,203,118	32,404,049	28,695,612	25,807,074	121,109,853	\$1,707,184,103
% Increase Over 07/08	-8.25%	-10.26%	-16.03%	-22.37%	-13.99%	
Fiscal Year 2009/2010	26,224,529	26,836,561	27,310,563		80,371,652	\$1,787,555,755
% Increase Over 08/09	-23.33%	-17.18%	-4.83%	-100.00%	-33.64%	

### Interesting Statistics:

Average annual growth since FY 1990/91 (17 FYs):		4.91%
Lowest Growth Yr-FY	Highest Growth Yr-FY	Low-Q1 in 90/ \$11,694,216
08/09: -13.99%	04/05: 16.71%	
Lowest Growth Period	Highest Growth Period	High-Q2 in 06/ \$39,367,420
1st Quarter FY 09/10: -23.33%	3rd Quarter FY 04/05: 21.06%	

BRD1005c1-ws

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
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## *Minute Action*

AGENDA ITEM: 5

**Date:** May 12, 2010

**Subject:** Selection of San Bernardino Santa Fe Depot Property/Facility Management Firm

**Recommendation:\***

1. Approve selection of CityCom Real Estate Services, Inc. (CityCom) for property and facility management services at the San Bernardino Santa Fe Depot.
2. Approve SANBAG Contract C10164 with CityCom in the amount of \$45,600 as identified in the Financial Impact Section.

**Background:** SANBAG and the City of San Bernardino, as co-owners of the Depot as Tenants in-Common share the responsibilities for the Depot as spelled out in Cooperative Agreement A04040. One of those responsibilities is the retention of a property and facility management firm.

In February, the SANBAG Board authorized staff to release a Request for Proposal RFP10164 for Property Management/Facilities Management Services for the Santa Fe Depot.

Staff finalized the RFP and issued it on February 4, 2010 with proposals due on March 10, 2010. The RFP was mailed and posted on the SANBAG website. The RFP included notice of a pre-proposal meeting and tour of the depot building conducted on February 24, 2010 with prospective firms. The answers to questions raised and the clarification of issues were addressed in Addendum No. 1

\*

*Approved  
Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

to the RFP that was issued on March 3, 2010. Addendum No. 1 was emailed to each firm and was also posted on the SANBAG website.

Although the RFP was mailed to 25 firms and 4 prospective firms attended the pre-proposal meeting on February 24, 2010, CityCom was the one and only firm who submitted a proposal. Staff believes adequate notice and time was provided to all firms to meet the March 10, 2010 deadline for proposal submission.

Staff is recommending the approval of a contract with CityCom for continued performance of property and facility management duties for the depot. CityCom has provided services to the Santa Fe Depot since SANBAG's initial occupancy of the Depot in 2004. They are currently under contract for property and facility management services until June 30, 2010. CityCom is familiar with the uniqueness and historical significance of the Santa Fe Depot and in their 6-year tenure have performed satisfactorily, having assisted in negotiating the existing leases with Southern California Regional Rail Authority (SCRRA), Southern California Association of Governments (SCAG), and Destinations Inc. CityCom has also been very responsive when called upon for building related issues.

The new contract has a term of one year beginning July 1, 2010, with the option for four additional one-year extensions. The monthly property management fee will be \$3,800 per month and will be locked at this rate for each approved extension. A portion of the management fee is paid by the occupying tenants of the building with the remaining portion equally split between SANBAG and the City. As more of the Depot is occupied, the portion split by SANBAG and the City will be reduced. It is expected that expenses associated with janitorial, landscape and security services will be billed directly to the property management firm for payment from an operating account for building expenses.

CityCom will maintain the current leasing commissions for new tenants in the amount of 6% of the first and second years' lease income; 5% of the third and fourth years' lease income; 4% of the fifth years' lease income; and 2% of the lease income for the remainder of the lease term. The lease commission is consistent with most other commercial brokerages.

The annual cost of this contract is \$45,600 for Fiscal Year 2010-2011.

***Financial Impact:***

The initial year of the contract \$45,600 is consistent with the Proposed Fiscal Year 2010/2011 budget with expenses included under the Task IAF10 and 80511000 Building Operations, the extension years will be budgeted in their

respective years. Using the current building occupancy the share of the first year management fee is allocated thusly: SANBAG \$34,919.00, the Southern California Regional Rail Authority (SCRRA) \$2,900.67, Destinations Inc. \$371.29, Southern California Association of Governments (SCAG) \$1,856.43 and the City of San Bernardino will pay \$5,552.51.

***Reviewed By:*** This item was reviewed and unanimously recommended for approval by the Administrative Committee on April 14, 2010. Contract C10164 was reviewed and approved by SANBAG Counsel as to legal form.

***Responsible Staff:*** Duane A. Baker, Director Management Services

**SANBAG Contract No. C10164**

by and between

San Bernardino Associated Governments

and

CityCom Real Estate Services, Inc.

for

Property Management at the San Bernardino Santa Fe Depot**FOR ACCOUNTING PURPOSES ONLY**

<input checked="" type="checkbox"/> Payable	Vendor Contract # _____	Retention: _____	<input checked="" type="checkbox"/> Original
<input type="checkbox"/> Receivable	Vendor ID: CCRES	<input type="checkbox"/> Yes      % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Amendment

Notes: \_\_\_\_\_

<b>Original Contract:</b>	<b>\$ 45,600</b>	<b>Previous Amendments</b>	<b>\$ 0</b>
		<b>Previous Amendments</b>	<b>\$ 0</b>
		<b>Contingency / Allowance Total:</b>	
<b>Contingency / Allowance Amount</b>	<b>\$ 0</b>	<b>Current Amendment:</b>	<b>\$ 0</b>
		<b>Current Amendment Contingency / Allowance:</b>	<b>\$ 0</b>

Contingency Amount requires specific authorization by Task Manager prior to release.**Contract TOTAL ► \$ 45,600**

\* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure.

▼ Include funding allocation for the original contract or the amendment

Main Task/ Project	Level 1	Level 2	Cost Code/ Object	Grant ID/ Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amndmnt Amt
IAF11 0101	110	000	5553 52001	9999 81002	1 INDIRECT ADMIN CHGS- PROJ MGMT	\$ 29,366.40
8051100 0805	000	000	5553 52001	1113 69015	2 Rail Asset/ Other Local	\$ 16,233.60

Original Board Approved Contract Date: 5/12/10 Contract Start: 7/1/10 Contract End: 6/30/11

New Amend. Approval (Board) Date: \_\_\_\_\_ Amend. Start: \_\_\_\_\_ Amend. End: \_\_\_\_\_

Allocate the Total Contract Amount or Current Amendment amount between Approved Budget Authority in the current year and Future Fiscal Year(s) Unbudgeted Obligation.

<b>Approved Budget Authority ►</b>	<b>Fiscal Year: 2010-2011</b> \$ 45,600.00	<b>Future Fiscal Year(s) – Unbudgeted Obligation ►</b>	\$
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☒ Budget authority for this contract currently exists in Task No. IAF11 & 8051100 (C-Task may be used here.).

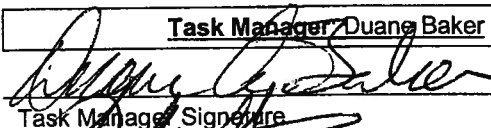
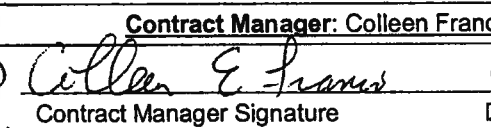
☐ A budget amendment is required. A Budget Amendment Request is attached.

**CONTRACT MANAGEMENT**

Check all applicable boxes:

☐ Intergovernmental      ☒ Private      ☐ Federal Funds      ☐ State/Local Funds

☐ Disadvantaged Business Enterprise (DBE)      ☐ Underutilized DBE (UDBE)

<b>Task Manager: Duane Baker</b>	<b>Contract Manager: Colleen Franco</b>
	
Task Manager Signature	Contract Manager Signature
Date: 4/23/10	Date: 4/23/10
Chief Financial Officer Signature	Date

**Agreement C10164**

**PROPERTY MANAGEMENT AGREEMENT  
Between  
SAN BERNARDINO ASSOCIATED GOVERNMENTS  
And  
CITYCOM REAL ESTATE SERVICES, INC.  
For The  
SAN BERNARDINO SANTA FE DEPOT**

This Property Management Agreement ("Agreement") is made and entered into as of this 12th day of May 2010, by and between the San Bernardino Associated Governments, ("SANBAG"), and CityCom Real Estate Services, Inc., ("MANAGER").

**BACKGROUND**

WHEREAS, SANBAG and the City of San Bernardino ("CITY") jointly own certain real property in the City of San Bernardino, California, located at 1170 West Third Street, San Bernardino, CA, which property is known as the San Bernardino Santa Fe Depot (the "Depot"), and,

WHEREAS, SANBAG has the exclusive right to enter into, amend or terminate all property management agreements at the Depot, pursuant to SANBAG Cooperative Agreement C10164 with the CITY; and,

WHEREAS, SANBAG requires certain professional services relating to the management of the Depot and MANAGER is qualified to provide those management services,

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, SANBAG and MANAGER do hereby agree as follows:

**1. Premises**

MANAGER will provide the services as described in this Agreement and more particularly described in Section 3 (Scope of Work) for the area of the Depot described as Area "D" on Exhibit "A" which is made a part of this Agreement. This Area will hereinafter be referred to as the "Premises".

**2. Management Term.**

This Agreement shall commence as of July 1, 2010, and shall continue until June 30, 2011. SANBAG reserves the right, at its option and upon 30 days prior written notice, to renew this Agreement for four additional one-year extensions.



### 3. Scope of Work

MANAGER shall perform the following services subject to SANBAG's direct supervision, participation, and acceptance and review where required:

#### (a).Lease Administration:

- Rent collection, including facilities for tenants to pay via credit card if desired;
- Computerized tenant accounting with mailed monthly rent statements and return envelopes, making rent payments easier for tenants;
- Monitoring & implementation of lease provisions, such as periodic rent increases, assessment of late fees, requesting insurance certificates, notification of key events (such as expirations and options to extend or expand), etc.;
- Handling of evictions when necessary, including preparation and service of 3-Day and 30-Day Notices, and interaction with legal counsel throughout the Unlawful Detainer process;
- MANAGER staff member specializing in and dedicated to fielding maintenance requests, consulting lease documents to verify responsibility, dispatching the appropriate vendor, and follow-up with tenants to ensure successful resolution.

#### (b).Facilities Management:

- On-site staff on a regular schedule during business hours to inspect and supervise vendor performance for the building and common areas, and periodic MANAGER senior management visits to ensure management performance;
- Ensuring that all maintenance and alterations are within the allowable guidelines in keeping with the historical significance of the Depot;
- Handle all competitive bidding for any maintenance or repair services required for the building and common areas, including but not limited to landscaping, janitorial, day porter, parking lot maintenance, HVAC, pest control etc.
- Monitor HVAC control system and make adjustments as necessary;
- Coordinate with security firm to maintain security and parking control, including initial investigation to determine feasibility and economics of utilizing the existing security services provided by the CITY or Southern California Rail Authority to determine if an economy of scale would apply;
- 24hour/7day emergency response system using our toll-free number.

#### (c).Full General Ledger Accounting:

- Billing and collection of all charges to tenants and adjoining property owners as appropriate;

- Preparing a Budget and annual reconciliation and pro-rata billings of common area maintenance & operating expense increase pass-throughs as appropriate, including documentation and allocation of non-leased space costs to SANBAG and the CITY;
- Processing of payables to ensure timely vendor payments;
- Monthly financial reports showing all funds received and disbursed, complete with current and historical profit and loss statements, occupancy reports, bank reconciliations, and various other custom reporting capabilities, and distribution of any net income revenue to the CITY and SANBAG;
- Monthly narrative property report, featuring operational, leasing, and financial highlights from the previous month.
- MANAGER agrees to use due diligence and to employ its reasonable efforts to ensure that the actual costs of maintaining and operating the Premises shall not exceed the amount provided in the applicable Budget (either total or in any line-item).

(d).Leasing:

- Marketing available space(s), handling tours of the suites to prospective tenants, and where appropriate, hiring and supervision of commercial leasing broker alliances to increase exposure;
- Utilizing tenant screening measures, including processing applications, credit reports, financial information, etc. to determine and make recommendations as to acceptance and associated risk of each prospect;
- Landlord represented negotiations for prospective new tenants or existing tenants' lease renewals as the case may be, using either our proprietary comprehensive commercial leases customized for the Premises, or any existing preferred lease documentation per the provisions of Section VIII of SANBAG Policy 11000;
- Market, schedule, and arrange accommodations for the availability of the banquet/board meeting room for community meetings and other events.

#### 4. Fees

(a.) Property Management Fee - SANBAG shall pay MANAGER as compensation for the services rendered by MANAGER under this Agreement, including all labor, materials, expenses and other reimbursable costs that are required and incurred by MANAGER in performing services under this Agreement, the sum of \$3,800.00 per month. Should SANBAG exercise the extension options, the monthly rate of \$3,800 shall be applied to each of the extensions.

(b.) Lease Commissions - MANAGER shall be entitled to the following commissions on leases of Premises space executed after March 15<sup>th</sup> 2004, and prior to the termination of this Agreement: 6% of first and second years' lease income; 5% of third and fourth years' lease income; 4% of fifth years' income; and 2% of the lease income for the remainder of the lease term. MANAGER shall not be entitled to

lease commissions from any lease SANBAG enters into with Amtrak or with Metrolink (Southern California Regional Rail Authority).

(c.) MANAGER shall be permitted to issue a check for the Property Management Fee from the Premises Operating Account on or after the first day of the month following the month for which the fee is due.

## 5. Service and Supply Contracts

(a) MANAGER shall directly select, supervise and engage with the written approval of the Executive Director of SANBAG, independent contractors, suppliers and vendors, in the operation, repair, maintenance and servicing of the Premises, including but not limited to those necessary for custodial services, landscaping services, security services, the supplying of electricity, gas, water, telephone, cleaning, elevator maintenance, vermin extermination, trash removal, and other services deemed necessary or advisable by MANAGER for the operation of the Premises.

(b) All service contracts shall, unless expressly approved in writing by SANBAG: (i) include a provision for cancellation (without penalty) by SANBAG on not more than thirty (30) days' written notice, (ii) require that all contractors provide evidence of insurance specified in Section 11 of this Agreement, and (iii) include a provision requiring the contractor to indemnify SANBAG, CITY and MANAGER for any and all claims arising from its acts and omissions, including but not limited to willful misconduct, negligence and all actions in excess of the authority granted to the contractor under the terms of its contract with MANAGER.

(c). Informal Competitive Procurement - Informal competitive procurement procedures will generally be used for purchases in excess of \$5,000, but not exceeding \$25,000. The following general procedures, depending upon the type of purchase, should be used for informal competitive procurement:

(1). A telephone survey for quotations will generally be taken for purchases of goods and services. In such cases, the buyer specifically identifies the item being purchased. Award of a purchase order will be to the lowest responsive responsible bidder whose bid conforms to the requirements.

(2). Informal Requests for Quotes or letters may be required if the goods or services being requested require bidders to have more detail. MANAGER will issue a Request for Quotation to a limited number of firms/individuals. Award of a purchase order will be to the responsible bidder whose bid conforms to the requirements and is most advantageous to SANBAG as to price and other factors considered.

(3). Use of electronic quotation systems operating within San Bernardino County is authorized.

(4). MANAGER will document results of all such informal procurement actions.

(d). Formal Competitive Procurements - The formal Request for Proposal (RFP)/Request for Qualifications (RFQ) process is used to solicit proposals for services in excess of \$25,000 and for solicitation of proposals less than \$25,000 in instances where this process is deemed appropriate.

(1). The RFP/RFQ process is a competitive procurement process that requires evaluation of offeror's proposal and qualifications. This competitive procurement process does not require award to the lowest bidder.

(2). This process applies to professional services contracts and product specific professional and technical consulting contracts. These contracts shall be awarded based upon demonstrated competence and on the professional qualifications and capabilities necessary for the performance of services required at a fair and reasonable price to SANBAG.

(3). MANAGER will provide complete RFP packages to vendors identified as providing the specific services being requested in the RFP/RFQ either by mail or other methods.

(4). MANAGER will maintain a control record as RFP packets are distributed indicating the date and time of distribution. The record shall contain the names and addresses of offerors receiving the proposal invitations and attendance at pre-proposal conferences, if held. The control record shall be used as a mailing list for the issuance of addendums and as a verification record in the case of vendor protests.

(5). Pre-proposal conferences will be held, when appropriate, to discuss the basic requirements such as instructions to the offerors, funding, contract type, evaluation criteria, and specific points that should be addressed in each proposal.

(6). Included in the RFP/RFQ, will be the question if their firm was ever terminated from a contract. If so, the firm will be required to describe the facts and circumstances in detail.

(e). Formal Competitive Procurements - Request for Bids

(1). The competitive sealed bid method of procurement is used for purchases in excess of \$25,000:

(a).When a complete, adequate and realistic specification or purchase description is available;

(b).Two or more responsible suppliers are willing and able to compete effectively; and

(c).The procurement lends itself to a firm-fixed price contract and the election of the successful bidder can be made on the basis of price.

(2). A control record will be maintained as invitations for bids are distributed indicating the date, time, and/or place of distribution or notice. The record shall contain the names and addresses of offerors receiving the proposal invitations or posting of the notice. The control record shall be used as a mailing list for the issuance of notices relative to the request for bids and as a verification record in the case of vendor protests.

(3). Award of a contract shall be made to the responsive, responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is lowest in price.

(f). Sole Source Process

(1). In those specific instances when it may be necessary or prudent to enter into sole source contracts, specific approval shall be required. All sole source contracts shall be governed by the following guidelines:

(a). Sole source contracts may be recommended for approval upon a finding of appropriateness and that it is in the best interest of the agency to do so.

(b). Contracts may be recommended for approval on a sole source selection based upon a requirement for unique qualifications, the existence of significant time constraints, and/or in certain instances of demonstrated experience.

(c). Any recommendation for approval of a contract for which a competitive process has not been completed shall contain justification for the lack of competition.

(2). The SANBAG Executive Director, or his designee, shall approve sole source procurements up to \$25,000, using the guidelines outlined in this

section. Such sole source procurements shall be routinely reported to the SANBAG Board of Directors.

## 6. Leases

The SANBAG Board of Directors must approve all leases. A call for bids of the space proposed for lease shall be posted in at least three public places for not less than 15 days and published for not less than two weeks in a newspaper of general circulation. The highest proposal for the proposed lease submitted in response to a call for bids shall be accepted, or all bids shall be rejected.

Leases for a period not exceeding ten years and having an estimated monthly rental of not more than \$5,000 may be excluded from the bidding procedure specified in the preceding paragraph. Leases excluded from the bidding procedure shall be subject to the following requirements.

(a). Notices requesting offers to lease SANBAG property shall be posted in the SANBAG offices. Notices shall also be mailed or delivered at least 15 days prior to accepting offers to lease to any person who has filed written request for notice with SANBAG. Such requests to receive notices shall be renewed annually. Notice shall be published as provided in Government Code Section 6061.

(b). Notices requesting offers to lease SANBAG property shall describe the property proposed to be leased, the terms of the lease, the location where offers to lease the property will be accepted, the location where leases will be executed, and any SANBAG officer authorized to execute the lease.

(c). The Executive Officer, or his designee, is authorized to approve and execute leases exempted from the bidding procedures specified in the preceding paragraph.

(d). Leases exempt from the bidding procedures specified in the preceding paragraph are not renewable except by approval of the Board of Directors after a competitive process.

## 7. Disbursements for Expenses of Property

MANAGER shall, consistent with the approved Budget, (i) pay all bills which MANAGER determines are properly payable, (ii) pay water charges, sewer rent, and utility assessments and all other charges and impositions as they shall become due and payable. MANAGER shall pay all bills on a timely basis and/or as directed by SANBAG solely out of the Operating Account.

8. Tenant Lease Compliance, Service Requests and Complaints

MANAGER shall maintain businesslike relations with tenants. MANAGER shall use its reasonable efforts and due diligence to secure full compliance by tenants with the terms and conditions of their respective leases, and to this end, MANAGER shall use its reasonable efforts to see that all tenants are informed with respect to such rules, regulations and notices as may be promulgated by SANBAG. MANAGER shall not knowingly take any action which would violate any tenant's lease, and shall promptly deliver to SANBAG any notice of default received from a tenant and use its reasonable efforts to cure such default.

9. Construction Management Services.

For projects of less than \$5,000.00, MANAGER shall order labor and materials and provide the associated supervision and direction for the installation of such renovations, improvements and/or alterations to the Premises. Further, MANAGER shall, at the cost and expense of SANBAG, provide labor and materials, through contractors approved in writing by SANBAG, to perform such work. For projects greater than \$5,000, MANAGER shall, subject to SANBAG authorization, receive a fee equal to 10% of project cost for its project supervision.

10. Indemnification

MANAGER agrees to indemnify, defend and hold harmless SANBAG, CITY and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from MANAGER's acts, errors or omissions and for any costs or expenses incurred by SANBAG on account of any claim therefore, except where such indemnification is prohibited by law.

11. Insurance

(a). Without in any way affecting the indemnity herein provided and in addition thereto, MANAGER shall secure and maintain throughout the Agreement the following types of insurance with limits as shown:

(1). Workers' Compensation - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.

If MANAGER has no employees, it may certify or warrant to SANBAG that it does not currently have any employees or individuals who are defined as

"employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by SANBAG.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If SANBAG determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

(2). Comprehensive General and Automobile Liability Insurance – This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000) per occurrence.

(3). Errors and Omission Liability Insurance – Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate; or

(4). Professional Liability – Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

(c). Additional Named Insured - All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming SANBAG and CITY its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

(d). Waiver of Subrogation Rights - MANAGER shall require the carriers of the above-required coverage's to waive all rights of subrogation against SANBAG, CITY, its officers, employees, agents, volunteers, vendors, and subcontractor.

(e). Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by SANBAG.

(f). Proof of Coverage - MANAGER shall immediately furnish certificates of insurance to SANBAG evidencing the insurance coverage, including the endorsements above required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to SANBAG. MANAGER shall maintain such insurance from the time MANAGER commences performance of services hereunder until the completion of such services. Within sixty- (60) days of the commencement of this Agreement, MANAGER shall furnish certified copies of the policies and all endorsements



12. Operating Account

All rents received from the management and operation of the Premises by MANAGER shall be deposited in a banking institution as designated by SANBAG and in a separate, segregated operating account ("Operating Account") that has been established by MANAGER. MANAGER shall maintain a daily record of all deposits made, including copies of all checks received for deposit. All Premises expenses paid by MANAGER, as provided in this Agreement, are to be drawn from the Operating Account. SANBAG shall maintain funds in the Operating Account sufficient to fund the various expenses of the Premises and to cover the checks drawn on the Operating Account.

13. Limitation of Agency

Nothing contained in this Agreement or in the relationship of SANBAG and MANAGER shall be deemed to constitute a partnership, joint venture or any other relationship, and MANAGER shall at all times be deemed an independent contractor for purposes of this Agreement.

14. Venue

The parties acknowledge and agree that this Agreement was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this Agreement will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of court that would allow them to request or demand a change of venue. If any third party brings an action or claim concerning this Agreement, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

15. Attorneys' Fees And Costs

If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against MANAGER or SANBAG, including such costs and attorneys' fees payable under Sections 10 and 11, INDEMNIFICATION and INSURANCE.

16. Notices

Notices, approvals, consents and other communications given under the terms of this Agreement must be in writing and shall be deemed properly served if such notice is hand delivered or mailed by certified mail, return receipt requested,

addressed to the other party at the following address, or such other address as either party may, from time to time, designate in writing:

**SANBAG:**

Executive Director

San Bernardino Associated Governments

1170 West Third Street, 2<sup>nd</sup> Floor

San Bernardino, CA 92401-1715

**MANAGER:**

President

CityCom Real Estate Services

10722 Arrow Route, Suite 500

Rancho Cucamonga, CA 91729-0548

Notice mailed in accordance with the provisions hereof shall be deemed to have been given as to the date of hand delivery or the third business day following the date of such mailing, whichever is earlier.

**17. Termination for Convenience**

SANBAG for its convenience may terminate this Agreement in whole or in part upon thirty (30) calendar days written notice. If such termination is effected, an equitable adjustment in the price provided for in this Agreement shall be made. Such adjustment shall provide for payment to MANAGER for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice MANAGER shall promptly discontinue services unless the notice directs otherwise. MANAGER shall deliver promptly to SANBAG and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

**18. Termination for Cause**

Either party may terminate this Agreement upon thirty (30) days written notice to the other party, in the event such other party breaches a material term of this Agreement and such breach remains uncured at the end of such thirty (30) day period or such other period as mutually agreed to by the parties. Upon any such termination, MANAGER will be paid all fees and expenses, which have been incurred or earned in connection with the performance of the services through the effective date of such termination.

**19. Amendments**

MANAGER agrees any alterations, variations, modifications, or waivers of the provisions of the Agreement, shall be valid only when reduced to writing, executed and attached to the original Agreement and approved by the required persons.

**20. Assignment**

This Agreement is not assignable by MANAGER either in whole or in part without the prior written consent of SANBAG.

21. Waiver

No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

27. Severability

If any one or more provisions of this Agreement shall be found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

28. Audit

MANAGER shall maintain for three (3) years and SANBAG shall have the absolute right to review and audit all of MANAGER's performance-related records, books, papers, documents, corporate minutes, and other pertinent items related to its performance of this Agreement as requested, and shall have absolute right to monitor the performance of MANAGER in the delivery of services provided under this Agreement. SANBAG shall provide MANAGER at least seven (7) days prior written notice of any audit. All audits conducted pursuant to this Agreement shall be accomplished at MANAGER's facilities during normal working hours and shall preserve the confidentiality of MANAGER's proprietary and non-public information.

29. Non-Discrimination

In connection with the performance of MANAGER pursuant to this Agreement, MANAGER will not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex or national origin. MANAGER will take action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, ancestry, sex or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures  
the day and year first above written.

**"SANBAG"**

**SAN BERNARDINO ASSOCIATED  
GOVERNMENTS**

By \_\_\_\_\_  
Paul M. Eaton, President  
SANBAG Board of Directors

Dated: \_\_\_\_\_

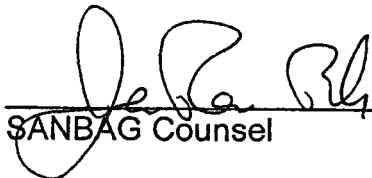
**"MANAGER"**

**CITYCOM REAL ESTATE SERVICES,  
INC.**

By \_\_\_\_\_  
Michael R. Fortunato  
President

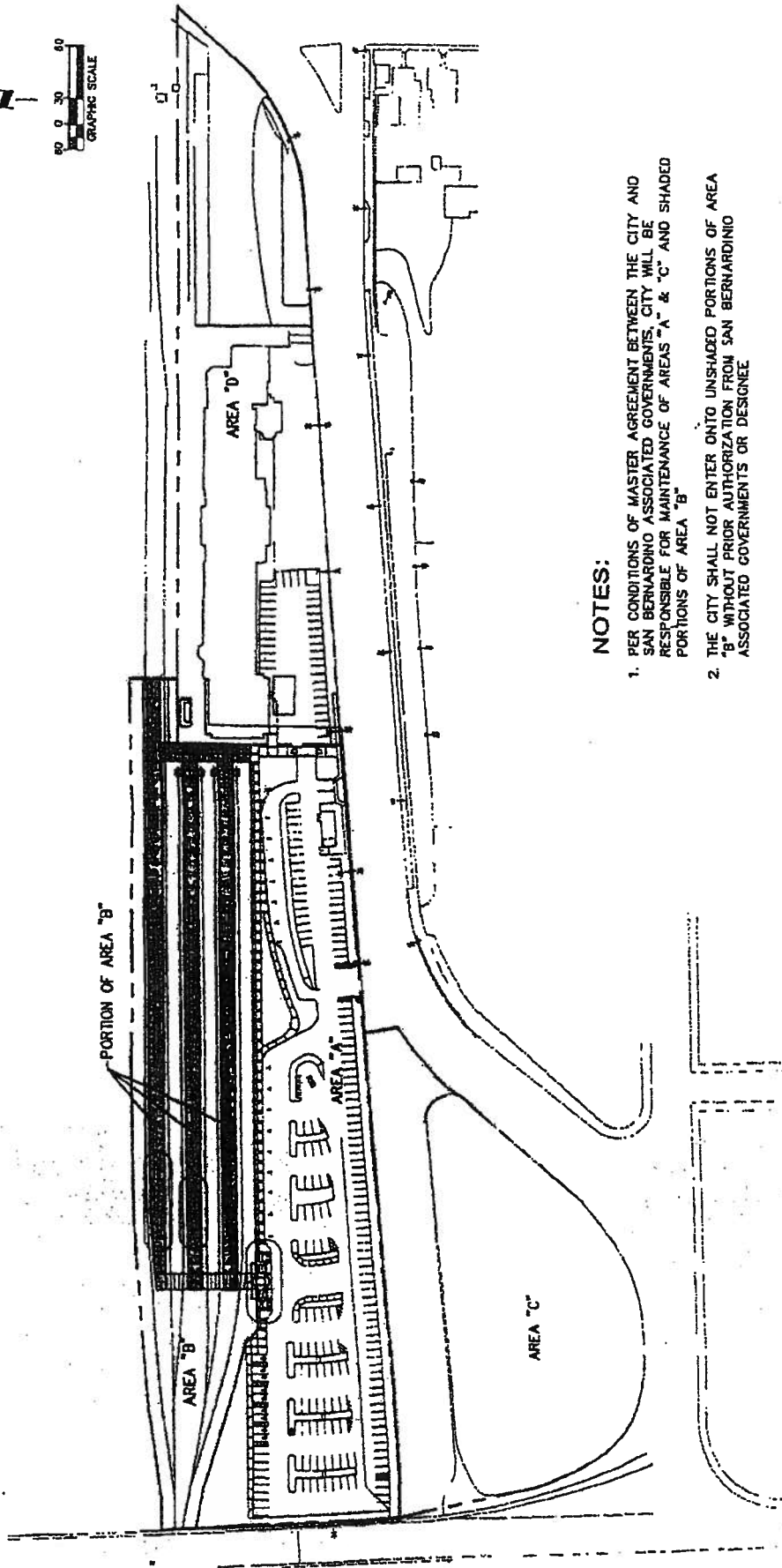
Dated: \_\_\_\_\_

Approved as to legal form.

  
\_\_\_\_\_  
SANBAG Counsel

# EXHIBIT "A"

## SAN BERNARDINO STATION



### NOTES:

1. PER CONDITIONS OF MASTER AGREEMENT BETWEEN THE CITY AND SAN BERNARDINO ASSOCIATED GOVERNMENTS, CITY WILL BE RESPONSIBLE FOR MAINTENANCE OF AREAS "A" & "C" AND SHADED PORTIONS OF AREA "B"
2. THE CITY SHALL NOT ENTER ONTO UNSHADED PORTIONS OF AREA "B" WITHOUT PRIOR AUTHORIZATION FROM SAN BERNARDINO ASSOCIATED GOVERNMENTS OR DESIGNEE

SAN BERNARDINO  
ASSOCIATED GOVERNMENTS

Associated Engineers Inc.  
3111 GALT AVENUE, SUITE 100, GALT, CA 95746  
TEL: (925) 462-1822 • FAX: (925) 462-1821

**LEGAL DESCRIPTION  
AREA "D"**

Lying within Lots 11, 12, 13, 14 and 15, Block 15, Rancho San Bernardino, in the City of San Bernardino, County of San Bernardino, State of California, as shown on a map recorded in Book 7, Page 2 of Maps in the Office of the County Recorder of said County, being a portion of Parcel 2 in a Grant Deed to San Bernardino Associated Governments recorded December 15, 1992 as Instrument No. 92-514402 of Official Records in the Office of the County Recorder of said County, described as follows:

**BEGINNING** at the southwest corner of Parcel 3 in that certain Quitclaim Deed to the City of San Bernardino recorded April 30, 1959 in Book 4805, Page 81 of said Official Records said corner also being on the northerly line of 3rd Street, 82.50 feet wide as described in Parcel 1 of that certain Indenture between the Santa Fe Land Improvement Company and the City of San Bernardino recorded November 14, 1917 in Book 622, Page 157 of Deeds in the Office of said County Recorder; thence South  $86^{\circ}42'30''$  West, 536.99 feet along said northerly line; thence North  $00^{\circ}27'39''$  West, 213.24 feet; thence South  $90^{\circ}00'00''$  East, 511.11 feet to a point on a line that is parallel with and 15.00 feet south of the centerline of "Track P2", said point being the beginning of a non-tangent curve, concave southerly and having a radius of 1487.85 feet, a radial line of said curve to said point bears North  $2^{\circ}29'46''$  West; thence Easterly 45.95 feet along said curve through a central angle of  $1^{\circ}46'13''$ ; thence North  $89^{\circ}16'27''$  East, 305.78 feet to the southeasterly line of said Parcel 2; thence southwesterly and westerly along the southeasterly and southerly line of said Parcel 2 the following three courses; thence South  $36^{\circ}02'55''$  West, 174.71 feet to the beginning of a non-tangent curve concave northwesterly, a radial line through said curve bears South  $40^{\circ}17'28''$  East; thence westerly 143.12 feet along the arc of said curve through a central angle of  $41^{\circ}00'00''$ ; thence North  $89^{\circ}17'28''$  West, 90.37 feet to the **POINT OF BEGINNING**.

Containing approximately 3.51 acres.

See Sheet 2 for a plat depicting the above described property.

This description prepared under my direction:

  
James John Imborski, L.S. 4430, Exp. 9-30-97

11/14/03  
Date



SCALE: 1"=100'

"DEPOT EAST PARKING LOT"

RANCHO SAN BERNARDINO

LOT 14

LOT 13

LOT 14

EAST 511.11'

N89°18'27"E 305.78'

E LINE LOT 14  
BLOCK 15

POB  
SW CORNER PARCEL 3  
BK 4805 PG 81 O.R.

$\Delta = 01^{\circ}46'13"$   
 $R = 1487.35'$   
 $L = 45.95'$

174.71'  
S36°02'55"W

S40°17'28"E (R)  
 $\Delta = 41^{\circ}00'00"$   
 $R = 200.00'$   
 $L = 143.12'$

S00°42'32"W (R)

N02°28'46"W (R)  
BLOCK 15  
MB 7/2

AREA "D"

N00°27'39"W 213.24'

S86°42'30"W 536.89'

90.37'  
N89°17'28"W

SE'LY LINE PCL 2  
O.R. 92-514402  
O.R. 4805-81

Q 3rd STREET

Q "K" STREET



*James John Imborski*  
JAMES JOHN IMBORSKI, L.S. 4430  
LICENSE EXPIRES 9/30/05

Associated Engineer's, Inc.  
3311 E. SHELBY ST.  
ONTARIO, CALIFORNIA 91764  
TEL: (909)980-1982 \* FAX: (909)941-0891

- 
- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
- 

*Minute Action*

AGENDA ITEM: 6

**Date:** May 12, 2010

**Subject:** Computer Administration and Management Services Contract

**Recommendation:** \* Approve Amendment No. 1 to Contract No. A09192 with TH Enterprises for Computer Administration and Management Services for an amount not to exceed \$233,626 and extend the contract end date to June 30, 2011 as specified in the Financial Impact Section.

**Background:** On May 9, 2009, Contract No. A09192 was approved with TH Enterprises to provide services related to computer network administration and support of SANBAG's use of the Regional Council Management System (RCMS) financial management software. The contract was for a 1-year period from July 2009 to June 2010.

SANBAG has utilized the services of TH Enterprises Inc. (THEI) since 1990/91 when THEI developed its first automated financial accounting system. SANBAG purchased the Regional Council Management System (RCMS) software from TH Enterprises.

SANBAG utilizes contractor support for all of its information technology needs and has no dedicated information technology personnel.

Since 2003 when TH Enterprises upgraded SANBAG's network technology with portal server software, SANBAG staff has had 24/7 access to SANBAG work in a web-based environment so staff could continue to work productively whether

---

*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_



on-site or off-site or on travel. In October 2007, TH upgraded SANBAG's portal server software to provide SANBAG with the ability to take advantage of the most current portal technology. This upgrade set the foundation for future enhancements of the SANBAG Computer Network to enable SANBAG to take collaboration and project management to an even higher level and to take advantage of using key indicators.

Accomplishments during Fiscal Year 2009-2010

- Setup and installed the hardware and software structure for the SANBAG Disaster Recovery System. Initial test successful.
- Implemented CorasWorks software in SharePoint to improve management of work and work products.
- Continued implementation of the Project-Task Management processes/systems.
- Installed EDEN HR Web Server (separate from EDEN Server) to enable remote access to time card completion.
- Setup and installed the new Freeway Construction Project Management Server (Oracle Primavera 6, Contract Management, and the proprietary Parsons Project Control System).
- Switched Internet Service Providers for faster Internet service – new vendor provides the equivalent of 3 T1 lines versus the old vendor who provided 1 T1 line for approximately the same price.

Major goals for FY2010-2011

- Continue to maintain a reliable and secure computer network system.
- Complete implementation of the SANBAG Disaster Recovery System.
- Convert the network computers from Windows XP Operating Systems to Windows 7 Operating System.
- Convert SANBAG Microsoft Office SharePoint Services 2007 to SharePoint 2010.
- Replace the current Portal Server.
- Continue to support the transition from the current financial system (RCMS) to the new financial system (EDEN).
- Continue to support and manage the new EDEN Financial System servers and the new Freeway Construction Project Management server in addition to all of the other SANBAG network servers.
- Design a formal records management solution using SharePoint 2010.

The proposed contract provides for annual pre-paid services from TH Enterprises at a discounted rate for 31 days of consultation for network management and design.

For technical support for project management, network engineering, programming, and purchasing services performed on- and off-site, the proposed contract provides for 125 days. The current contract provides for 96 days but with the addition of a couple of new servers to the network, we are adding 29 days to ensure there is adequate support for the entire computer network. TH Enterprises performs the majority of SANBAG's computer network and server and client workstation maintenance through twenty-four hour Internet access to the SANBAG network.

This contract also provides for up to four consultant visits annually and four technical visits, at SANBAG's discretion.

The annual cost of this contract which includes expenses, is \$233,626 for Fiscal Year 2010-2011.

***Financial Impact:*** This contract is for an amount not to exceed \$ 233,626. This item is consistent with the proposed 2010/2011 budget, Indirect.

***Reviewed By:*** This item was reviewed and recommended for approval by the Administrative Committee on April 14, 2010. This item was reviewed and approved by SANBAG Counsel as to legal form.

***Responsible Staff:*** Duane A. Baker, Director Management Services

**SANBAG Contract No. A09192-1**

by and between San Bernardino Associated Governments and TH Enterprises, Inc.  
for Computer Administration and Management Services

<b>FOR ACCOUNTING PURPOSES ONLY</b>						
<input checked="" type="checkbox"/> Payable  <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID <u>THEI</u>	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Original <input checked="" type="checkbox"/> Amendment			
Notes:						
Original Contract:            \$ <u>178,872</u>  Contingency / Allowance Amount            \$ _____		Previous Amendments            \$ <u>0</u> Previous Amendments            \$ <u>0</u> Contingency / Allowance Total: Current Amendment:            \$ <u>233,626</u> Current Amendment Contingency / Allowance:    \$ <u>0</u>				
Contingency Amount requires specific authorization by Task Manager prior to release.						
<b>Contract TOTAL ►</b>						<b>\$ <u>412,498</u></b>
* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure. ▼ Include funding allocation for the original contract or the amendment						
Main Task/Project	Level 1	Level 2	Cost Code/Object	Grant ID/Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amndmnt Amt
<u>IAM11/0101</u>	<u>130</u>	<u>000</u>	<u>5553/52001</u>	<u>9999/81003</u>	<u>Indirect</u> <u>ADMIN CHGS-MGMT SVCS</u>	<u>\$ 233,626</u>
_____	_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	_____	\$ _____
Original Board Approved Contract Date:				<u>5/6/09</u>	Contract Start: <u>7/1/09</u>	Contract End: <u>6/30/10</u>
New Amend. Approval (Board) Date:				<u>5/12/10</u>	Amend. Start: <u>7/1/10</u>	Amend. End: <u>6/30/11</u>
Allocate the <b>Total Contract Amount</b> or <b>Current Amendment</b> amount between <b>Approved Budget Authority</b> in the current year and <b>Future Fiscal Year(s) Unbudgeted Obligation</b> .						
<b>Approved Budget Authority ►</b>		Fiscal Year: <u>2010-2011</u> \$ <u>266,326</u>		<b>Future Fiscal Year(s) – Unbudgeted Obligation ►</b>		\$ _____
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>IAM11</u> (C-Task may be used here.). <input type="checkbox"/> A budget amendment is required. A Budget Amendment Request is attached.						

<b>CONTRACT MANAGEMENT</b>	
Check all applicable boxes:	
<input type="checkbox"/> Intergovernmental	<input checked="" type="checkbox"/> Private
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE)	<input type="checkbox"/> Federal Funds
	<input type="checkbox"/> State/Local Funds
	<input type="checkbox"/> Underutilized DBE (UDBE)

Task Manager: <u>Duane A. Baker</u>	Contract Manager: <u>Terri Miyamoto</u>
 Task Manager Signature	 Contract Manager Signature
 Chief Financial Officer Signature	Date <u>4/9/10</u> Date <u>4/26/11</u>

**Agreement No A09192-1**

**By and Between**

**San Bernardino Associated Governments**

**And**

**TH Enterprises, Inc.**

**For**

**Computer Administration and Management Services**

This Amendment No. 1 to Contract A09192 is made this 12th day of May, 2010, by and between SAN BERNARDINO ASSOCIATED GOVERNMENTS hereinafter referred to as "SANBAG," and TH ENTERPRISES, INC., hereinafter referred to as "CONSULTANT."

**WITNESSETH:**

WHEREAS, SANBAG desires the services of a qualified consultant to provide computer administration and management services; and

WHEREAS, CONSULTANT has the management and technical personnel, expertise, and other assets necessary to render the aforesaid services and is desirous of providing such services;

NOW, THEREFORE, in consideration of the foregoing recitals and covenants and agreements of each of the parties herein set forth, the parties hereto agree as follows:

1. Scope of Work. SANBAG hereby contracts with CONSULTANT to perform the services as set forth in Exhibit A, Scope of Work, attached hereto and by reference incorporated herein and made a part hereto.

The annual payment to CONSULTANT provides for 31 days per year of consultation by principal management, plus 125 days per year of project management and/or certified network engineer or other technical support, which may be off-site or on-site, at the discretion of SANBAG. On-site work shall be coordinated with SANBAG staff to insure maximum utilization of services. Coordination shall include advanced identification of on-site work dates, identification of work to be performed on-site, progress review meetings during on-site work, and written reports of work accomplished during visit.

Additionally, CONSULTANT shall sell to SANBAG, at the option and upon specific authorization by SANBAG, computer hardware and third party software at CONSULTANT's costs plus 10%. The base costs shall be at the CONSULTANT's purchase price, plus freight in and out costs. Such purchases shall be made by purchase order, and costs for such purchases are not included in this Agreement. CONSULTANT hours for set up, burn in, and installation of such sales, at the discretion of SANBAG, may be charged against the hours purchased in this Agreement.

At the sole discretion of SANBAG, the CONSULTANT may receive compensation for additional work as specifically requested by SANBAG. Any such additional work shall be negotiated and compensated at or below CONSULTANT's published rate.

2. Contract Costs. The total cost of this contract shall not exceed \$233,626 in accordance with Exhibit B, Contract Costs, attached hereto and by reference incorporated herein and made a part hereto. All other costs shall be submitted by CONSULTANT to SANBAG as specified in Paragraph 4 below. Amounts specified in Exhibit B can be reallocated among identified categories upon approval of the SANBAG contract manager but cannot exceed the total amount of the contract as specified herein.

3. Time Period. The term of the Agreement shall commence on July 1, 2010, and continue until June 30, 2011.
4. Payment.
  - a) CONSULTANT shall submit invoices semi-annually to SANBAG for pre-paid Management and Technical support in accordance with Exhibit B. Invoices for Expenses and Communications shall be submitted monthly or on a time schedule approved by SANBAG. CONSULTANT shall prepare all invoices in a form satisfactory to and approved by SANBAG and shall be accompanied by documentation supporting each element of measurement and/or cost.
  - b) SANBAG shall pre-pay CONSULTANT on a semi-annual basis for Management and Technical support services upon receipt of billing by the CONSULTANT. Payment of said invoice shall be made promptly after such time that the SANBAG project manager determines that invoice charges are in agreement with the Scope of Work as set forth in Exhibit A of this Agreement. If SANBAG determines that the provision of services is not in agreement with the Scope of Work, SANBAG may reduce the invoice accordingly.
5. Reports. CONSULTANT shall submit monthly reports to SANBAG detailing hours charged against this Agreement. CONSULTANT shall also provide progress reports detailing the work accomplished during periodic visitations, accomplishments, obstacles addressed, and uncompleted tasks. Such reports shall be submitted in written form within fourteen days following the on-site visitations. Any invoice submitted which fails to comply with the terms of this Agreement, including the requirements of form and documentation, may be returned to CONSULTANT.
6. Reimbursable Expenses. Reimbursable expenses for the purpose of this Agreement shall include reasonable and necessary expenses directly related to the interests of SANBAG and travel to California. A per diem allowance for meals and lodging is established at \$225 per day to be paid for each day of on-site work at SANBAG and for each travel day which requires over-night accommodations. In such instances that the cost of an additional day of per diem is less than the most immediate return airfare, additional per diem may be authorized, at SANBAG discretion. All reimbursable expenses related to this Agreement shall be expressly authorized by SANBAG prior to such expenses being incurred.
7. Management and Key Personnel. During the term of this Agreement, CONSULTANT shall provide sufficient executive and administrative personnel as shall be necessary and required to perform its duties and obligations under the terms hereof. Key personnel identified as the project team are Ted Hoisington, Derek Bibler, Kathy Davidson, Tom Brophy, Mark Haines, and Jo-Anne Moody. Such personnel shall not be replaced by any other persons without written notification to SANBAG.
8. Contract Amendments. CONSULTANT agrees any amendments, alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced in writing, and approved by either the SANBAG Board of Directors or contract manager.
9. Ownership of Documents. All documents, data, products, graphics, computer programs, and reports prepared by CONSULTANT pursuant to this Agreement shall be considered property of SANBAG upon payment for services. All such items shall be delivered to SANBAG at the completion of work under the Agreement.
10. Materials Retained. CONSULTANT shall retain project-related materials and worksheets for a minimum of three (3) years after the delivery of the final product. Said materials and reports shall be available to SANBAG on request.

11. Audit. CONSULTANT shall permit the authorized representatives of SANBAG to inspect and audit all data and records of the CONSULTANT relating to performance under this Agreement for a period of three years following final payment for services rendered.
12. Equal Employment Opportunity. CONSULTANT agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, the California Fair Employment and Housing Act, and any other applicable federal and state laws, regulations and policies relating to equal employment, including laws and regulations hereafter enacted.
13. Disadvantaged Business Enterprises. In connection with the performance of this Agreement, CONSULTANT will cooperate with SANBAG in meeting its commitments and goals with regard to the maximum utilization of Disadvantaged Business Enterprises and will use its best efforts to insure that Disadvantaged Business Enterprises shall have the maximum practicable opportunity to compete for sub-contract work under this Agreement.
14. Americans with Disabilities Act. CONSULTANT shall comply with all applicable provisions of the American with Disabilities Act (ADA).
15. Sub-Contracting. CONSULTANT shall not sub-contract any portion of the work required by this Agreement without prior approval of SANBAG. CONSULTANT is responsible for any and all work performed by subconsultants and is responsible for payment of subconsultants for such work.
16. Independent Contractor. CONSULTANT's relationship with SANBAG in performance of this Agreement is that of an independent contractor. CONSULTANT's personnel performing services under this Agreement shall at all times be under CONSULTANT's exclusive direction and control and shall be employees of CONSULTANT and not of SANBAG. CONSULTANT shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation, and similar matters, including liability insurance for its employees.
17. Confidentiality. CONSULTANT agrees that it, and its employees, agents, and subcontractors will hold confidential and not divulge to third parties without the prior written consent of SANBAG, any information obtained by CONSULTANT from or through SANBAG in connection with CONSULTANT's performance of this Agreement, unless (a) the information was known to CONSULTANT prior to obtaining same from SANBAG pursuant to a prior contract; or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONSULTANT or its employees, agents, or subcontractors; or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SANBAG and who had, to CONSULTANT'S knowledge and belief, the right to disclose the same.
18. Contract Assignability. This Agreement is not assignable by CONSULTANT either in whole or in part without the prior written consent of SANBAG.
19. Prohibited Interest. No member, officer, or employee of SANBAG during his/her tenure or one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

20. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof by registered or certified mail, return receipt requested, and postage prepaid to the persons named below:
- |   |                           |
|---|---------------------------|
| <u>If to SANBAG:</u>                                  | <u>If to CONSULTANT:</u>  |
| Duane A. Baker  | Ted Hoisington            |
| 1170 W. 3 <sup>rd</sup> Street, 2 <sup>nd</sup> Floor | 310 I-30 East, Suite B101 |
| San Bernardino, CA 91410-1715                         | Garland, TX 75043         |
21. Termination. If, through any cause within its control, CONSULTANT shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if CONSULTANT violates any of the terms or stipulations of the Agreement, SANBAG will notify CONSULTANT in writing of the deficiency. If the deficiency is not corrected within thirty (30) days, SANBAG shall thereupon have the right to terminate this Agreement and to specify the effective date thereof, such notice to be provided at least five (5) days before the effective date of such termination. CONSULTANT shall be entitled to receive compensation for the percentage of completion of work in progress at the termination date, as determined by SANBAG, applied to the Contract Value.
- Notwithstanding the above provisions, SANBAG shall have the right to terminate this Agreement without cause at any time upon sixty (60) days notice to CONSULTANT.
22. Succession. This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, and assigns of the parties hereto.
23. Headings. The headings or titles to paragraphs of this Agreement are not part of the Agreement and shall have no effect on the construction or interpretation of any part of this Agreement.
24. Disputes. Except as otherwise provided in this Agreement, any disputes concerning a question of fact arising under this Agreement which are not disposed of by mutual agreement shall be decided by a court of competent jurisdiction. This Agreement shall be subject to the law and jurisdiction of the State of California. The venue for any actions arising out of this Agreement will be the Superior Court for the County of San Bernardino.
25. Indemnification. The CONSULTANT agrees to indemnify, defend and hold harmless SANBAG and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from CONSULTANT's acts, errors or omissions and for any costs or expenses incurred by SANBAG on account of any claim therefore, except where such indemnification is prohibited by law.
26. Insurance Coverage. Without in any way affecting the indemnity herein provided and in addition thereto, CONSULTANT shall secure and maintain throughout the Agreement the following types of insurance with limits as shown:
- Workers' Compensation – A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with two hundred fifty thousand dollars (\$250,000) limits, covering all persons providing services on behalf of the CONSULTANT and all risks to such persons under this Agreement.
  - Comprehensive General and Automobile Liability Insurance – This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

- c) Errors and Omission Liability Insurance – Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate or  
Professional Liability – Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.
- d) Waiver of subrogation Rights – Except for the Errors and Omissions Liability and Professional Liability, CONSULTANT shall require the carriers of the above required coverage to waive all rights of subrogation against SANBAG, its officers, employees, agents, volunteers, contractors and subcontractors.
- e) Policies Primary and Non-Contributory – All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by SANBAG.
- f) Failure to Procure/Show Proof of Insurance – Failure on the part of CONSULTANT to procure or maintain the required insurance shall be considered a material breach of contract upon which SANBAG may immediately terminate this Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by SANBAG shall be repaid by CONSULTANT to SANBAG upon demand or SANBAG may offset the premiums against any monies due to CONSULTANT from SANBAG.

**IN WITNESS THEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized on the date written below their signatures.

SAN BERNARDINO  
ASSOCIATED GOVERNMENTS

TH Enterprises, Inc.

By:

\_\_\_\_\_  
Paul M. Eaton  
President  
SANBAG Board of Directors

\_\_\_\_\_  
Ted Hoisington  
Principal

Date

\_\_\_\_\_

Date

\_\_\_\_\_

APPROVED AS TO FORM:

By:

  
\_\_\_\_\_  
Jean Rene Basle  
SANBAG Counsel

Date:

\_\_\_\_\_  
4-22-10



## **SCOPE OF WORK**

- I. The following services shall be provided by Consultant:
  - A. Consultation, administration, and management of the SANBAG computer network, including operation and maintenance of hardware and integration of Regional Council Management System (RCMS) and third party operating systems and software programs.
  - B. Consultation related to use of RCMS and Measure I allocation program developed for use by SANBAG.
  - C. Consultation related to the overall planning and implementation of computer software and hardware systems utilizing both TH Enterprise software and third party software, as well as technical assistance related to day-to-day administration of the local area network.
  - D. Consultation and coordination with other SANBAG consultants and/or vendors related to third party software and systems which are to be integrated with the SANBAG network, as specifically authorized by SANBAG.
  - E. Consultation specified in items A through C above shall be provided in concert with and include periodic on-site consultation, training, and management assistance by Ted Hoisington and/or other TH Enterprises staff at SANBAG offices, as well as off-site work provided by Ted Hoisington and/or TH Enterprise staff insure effective planning, management, and project implementation on the SANBAG network.
- II. The following additional services may be requested by SANBAG:
  - A. Special services related to customization of TH Enterprise software specific to SANBAG needs at the option of and upon specific authorization by SANBAG.
  - B. Software and hardware maintenance services, on-line computer assistance and maintenance, or other services exceeding the amounts provided for in this Agreement, as elected solely at the discretion and specific authorization of SANBAG.

If requested, the additional services shall result in additional charges not included in this Agreement and shall be provided at or below the hourly rate published by TH Enterprises or as negotiated in a separate work order.

**CONTRACT COSTS**

<b>Fiscal Year →</b>	<b>2010-2011</b>
<b>Management</b> - 250 hours @ \$190.625/hr	\$47,626
<b>Technical</b> (CNE, Programming, Project Mgmt.) – 800 hours @ \$154/hr (\$123,200) plus 200 hours @ \$154/hr for EDEN support (\$30,800)	\$ 154,000
<b>Expenses</b> - \$ 225 per day plus actual travel expenses.	\$32,000
<b>TOTALS</b>	<b>233,626</b>
<b>Total Contract not to exceed \$233,626</b>	

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 7

**Date:** May 12, 2010

**Subject:** Amendment No. 4 to Contract No. 05006 with CASE Systems, Inc., for Call Box Maintenance Services

**Recommendation:\*** Approve Amendment No. 4, exercising the first year option, to CASE Systems, Inc., Contract No. 05-006, in the amount of \$925,000, and to extend the contract until June 30, 2011, as outlined in the Financial Impact Section below.

**Background:** The San Bernardino Service Authority for Freeway Emergencies (SAFE) operates approximately 1,350 call boxes on freeways and highways throughout the County. Each call box is a battery-powered, solar-charged roadside terminal with a microprocessor and a built-in digital cellular telephone. The network has assisted more than 1.4 million calls since inception, and it is anticipated that the call center will handle approximately 14,000 calls for Fiscal Year (FY) 0910.

The last procurement process for a maintenance provider was conducted in the summer of 2004. A Request for Proposal (RFP) was released to upgrade the system from an analog to a digital cellular signal, to provide improvements anticipated to bring the system into compliance with the Americans with Disabilities Act, and to provide routine corrective and preventative maintenance. As a result of this RFP process, in November of 2004 Comarco Wireless Technologies (CWT) was selected as the call box maintenance provider. In June 2008, CWT sold its call box division to CASE Systems, Incorporated (CASE). After review and approval by the SAFE Board, the CWT contract was novated to CASE and CASE agreed to uphold all the same terms and conditions of the initial CWT contract. CASE, and its predecessor CWT, have provided exemplary service during this contract term and, in fact, the team that was employed by

*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

CWT continued on to work for CASE. The transition was seamless and the call box system, which covers the largest county in the State and more than 1,600 highway centerlines miles, provides excellent services to the motoring public. The initial term of the CASE contract is scheduled to end on June 30, 2010.

Since the current contract does provide for up to five one-year option terms, at the sole discretion by the SAFE, and since the service provided by the Contractor has been outstanding, Staff recommends that the first of these option years be exercised. Please refer to the attached amendment which outlines the changes to the existing contract. In addition to the routine call box preventative and corrective maintenance activities, there are several special one-time services that must be performed during the upcoming FY, and include:

1. The final system upgrade to assist persons with hearing and speech impairments, as a result of the lawsuit settled several years ago. These upgrades (converting the boxes to a teletype functionality or TTY) will be performed on call boxes that remain in the Valley portion of the County.
2. Additional call box removals in the Valley portion of the County, to respond to declining call box calls as well as the presence of Freeway Service Patrol services. Once removed, this will also assist in doing as few TTY upgrades as possible (as outlined in No. 1).
3. Due to upgrades to the cellular network, devices within the call boxes may need to be upgraded. Staff are still negotiating with AT&T (SAFE cellular provider) as to the deadline for this activity, and if it can be staggered over time during routine maintenance so that the SAFE does not incur a one-time cost. However, in the event this cannot be staggered over time, there is revenue in the contract to reimburse the Contractor for this expense.

Therefore, Staff requests that the option year be exercised to extend the contract until June 30, 2011, and increase the current contract by \$925,000, to a new contract total of \$8,440,754.

**Financial Impact:** Contract 05-006 would increase by \$925,000 from \$7,515,754 to \$8,440,754 and funds are included in the FY 2010/2011 Budget for this activity and Contract. Funding source is SAFE Vehicle Registration Fees, TN 70211000.

**Reviewed By:** This item was reviewed and unanimously recommended for approval by the Plans and Programs Policy Committee on April 21, 2010. SAFE Legal Counsel has reviewed this item and contract amendment as to form.

**Responsible Staff:** Kelly Lynn, Manager of Air Quality/Mobility Programs

SANBAG Contract No. 05-006-04  
by and between San Bernardino Service Authority for Freeway Emergencies  
and  
CASE Systems, Inc.  
for Call Box Maintenance

FOR ACCOUNTING PURPOSES ONLY						
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID <u>CASE</u>	Retention: <input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input type="checkbox"/> Original <input checked="" type="checkbox"/> Amendment			
Notes:						
Original Contract: <span style="float: right;">\$ <u>5,785,129</u></span>  Contingency / Allowance Amount: <span style="float: right;">\$ <u>0.00</u></span>		Previous Amendments: <span style="float: right;">\$ <u>1,730,625</u></span> Previous Amendments: <span style="float: right;">\$ <u>0</u></span> Contingency / Allowance Total: Current Amendment: <span style="float: right;">\$ <u>880,953</u></span> Current Amendment Contingency / Allowance: <span style="float: right;">\$ <u>44,048</u></span>				
Contingency Amount requires specific authorization by Task Manager prior to release.						
<b>Contract TOTAL ►</b>			<b>\$ <u>8,440,754</u></b>			
* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure.						
▼ Include funding allocation for the original contract or the amendment						
Main Task/ Project	Level 1	Level 2	Cost Code/ Object	Grant ID/ Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amndmnt Amt
<u>70211000</u>	<u>000</u>	<u>000</u>	<u>53480</u>	<u>22003</u>	<u>DMV Funds</u>	<u>\$ 925,000</u>
Original Board Approved Contract Date:				<u>11/3/04</u>	Contract Start: <u>11/3/10</u>	Contract End: <u>6/30/10</u>
New Amend. Approval (Board) Date:				<u>5/12/10</u>	Amend. Start: <u>7/1/10</u>	Amend. End: <u>6/30/11</u>
Allocate the <b>Total Contract Amount</b> or <b>Current Amendment</b> amount between <b>Approved Budget Authority</b> in the current year and <b>Future Fiscal Year(s) Unbudgeted Obligation</b> .						
Approved Budget Authority ►		Fiscal Year: <u>10/11</u> \$ <u>925,000</u>		Future Fiscal Year(s) – Unbudgeted Obligation ►		\$ <u>0.00</u>
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. 70211000 <input type="checkbox"/> A budget amendment is required. A Budget Amendment Request is attached.						

CONTRACT MANAGEMENT	
Check all applicable boxes:	
<input type="checkbox"/> Intergovernmental <input checked="" type="checkbox"/> Private <input type="checkbox"/> Federal Funds <input type="checkbox"/> State/Local Funds <input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Underutilized DBE (UDBE)	

Task Manager: Michelle Kirkhoff	Contract Manager: Kelly Lynn
 Task Manager Signature	 Contract Manager Signature
 Chief Financial Officer Signature	Date: <u>4/13/10</u> Date: <u>4/13/10</u>

**Amendment No. 4 to Contract No. 05-006**

**By and Between**

**SAN BERNARDINO SERVICE AUTHORITY FOR FREEWAY EMERGENCIES**

**And**

**CASE SYSTEMS INC.**

**For**

**Call Box Maintenance and Installation**

**RECITALS**

WHEREAS, the San Bernardino Service Authority for Freeway Emergencies, hereinafter referred to as "SAFE" and CASE Systems, Inc., 18 Morgan, Ste. 200A, Irvine, CA 92618, hereinafter referred to as "CONTRACTOR", have previously entered into an agreement effective November 3, 2004, wherein SAFE engaged CONTRACTOR to install, repair and maintain the motorist aid call box system on freeways and state highways within the boundaries of San Bernardino County and upgrade the system to a digital cellular signal; which agreement is hereinafter referred to as the "Agreement";

WHEREAS, SAFE and CONTRACTOR desire to amend the Agreement to amend the scope of work to add additional work elements , as well as increase the not to exceed amount for the Agreement; and

WHEREAS, the Agreement provides SAFE the discretion to extend the term of the Agreement through five one-year options and SAFE desires to exercise the first of those five one-year options.

NOW THEREFORE, SAFE, and CONTRACTOR agree to amend the Agreement effective July, 1, 2010 as follows:

1. Section I, Scope of Services, No. 2 shall be amended as follows:

Term. Upon SAFE Board approval and unless earlier terminated as provided herein, the term of this Contract shall be from November 3, 2004 through June 30, 2011.

2. Section III, Fees and Payments, No.1 shall be amended as follows:

The total amount of this contract shall not exceed eight million, four hundred forty thousand, seven hundred fifty-four dollars and no cents (\$8,440,754.00) and consists of the following:

3. Section III, Fees and Payments, No.1, add a new Section H as follows:

The final system upgrade of call boxes to assist persons with hearing and speech impairments shall not exceed three hundred fifty-nine thousand, seventy-nine dollars and no cents (\$359,079.00) and per box installation shall not exceed one thousand one hundred and eighty five dollars and no cents (1,185) plus tax. Compensation shall be based on time and materials necessary to upgrade no more than 278 call boxes to add a TTY Lite functionality, or the best available technology at the time of upgrade and per the approval of the SAFE, and shall be completed by no later than June 1, 2011.

Should CONTRACTOR not be able to complete the installations on schedule as identified above, CONTRACTOR shall notify SAFE in writing, by no later than April 30, 2011 and shall indicate why this schedule cannot be met and when the CONTRACTOR can complete the project.

4. Section III, Fees and Payments, No.1, add a new Section I as follows:

For Fiscal Year (FY) 2010/2011, the monthly maintenance rate for a call box shall be \$28.68 per TTY call box per month, and shall be \$25.86 per call box per month that does not have a TTY unit. The knockdown repair limit will be at ten percent (10%) of the system total for the FY, and temporary removal and reinstallations will be five percent (5%) of the system total for the FY. This task shall not exceed four hundred fifty-nine thousand, four hundred fifty-four dollars and no cents (\$459,454.00).

5. Section III, Fees and Payments, No.1, add a new Section J as follows:

For FY 2010/2011, removals of call boxes shall be based on a unit cost of three hundred dollars and no cents (\$300) per site should there be handrails and/or retaining walls to remove, and shall be based on a unit cost two hundred dollars and no cents (\$200) when there are no materials to dispose of. This task shall not exceed thirty-three thousand, one hundred and eight dollars and no cents (\$38,108.00).

6. Section III, Fees and Payments, No.1, add a new Section K as follows:

For FY 2010/2011, the SAFE may be required to change sim cards at each call box, due to a cellular requirement. The additional charge per call box during the periodic maintenance inspection shall not exceed \$23 per call box. The total for this task shall not exceed twenty-four thousand three hundred eleven dollars and no cents (\$24,311.00). This activity shall be implemented only upon written direction by SAFE.

7. Section III, Fees and Payments, No. 1, add a new Section L as follows:

For FY 2010/2011, a Contingency will be established not to exceed forty-four thousand forty-eight dollars and no cents (\$44,048.00). The Contingency shall only be used upon written direction by SAFE.

8. All other portions of this Agreement, which are not altered by this amendment, shall remain in full force and effect and are incorporated herein by this reference.

IN WITNESS WHEREOF, the authorized parties have below signed and executed this Amendment to the Agreement, and shall be effective on the date set forth above.

**SAN BERNARDINO SAFE**

**CASE SYSTEMS, INC.**

By: \_\_\_\_\_

Paul M. Eaton, President

By: \_\_\_\_\_

Sebastian Gutierrez, Chief Executive Officer

**APPROVED AS TO FORM FOR SAFE:**

By: \_\_\_\_\_

Jean-Rene Basle, SAFE Counsel



- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 8

**Date:** May 12, 2010

**Subject:** Parallel Consideration of a Broad Range of Issues as a Basis to Improve Long-Range Planning

**Recommendation:**\* Receive report.

**Background:** Beginning two decades ago, efforts were made to improve planning and policy-making through recognition and consideration of relationships between transportation and land use, and how both can affect air quality, through the annual UCLA Transportation-Land Use-Air Quality Conference and similar forums. More recently, however, it has become apparent that understanding of a broader array of factors, such as demography, energy, and other economic issues is necessary to better inform formulation of regional plans and policies.

Accordingly, since late 2009 staff has worked with the academic community, other public sector agencies, and private sector representatives in an effort to recognize and take advantage of interrelationships among demographics, transportation, land use, air quality, energy, and other issues to provide a basis for better strategic planning and policy development. "Stovepipe thinking" is common in the planning and policy-making arenas, and is recognized with increasing frequency as an obstacle to identification of more effective solutions to regional challenges. Partners in this activity include faculty and students from the California State University, San Bernardino, University of California at Riverside, the University of Redlands, California Polytechnic University, Pomona, and the University of California at Irvine, as well as executive representatives from the

*Approved  
Board of Directors*

*Date:* \_\_\_\_\_

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*Second:*

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*Abstained:*

*Witnessed:* \_\_\_\_\_

Environmental Systems Research Institute (ESRI), The Planning Center and other planning firms, and executive staff from the South Coast AQMD. Representatives of the California Business, Transportation and Housing Agency, the US Environmental Protection Agency, and the White House Council on Environmental Quality have also participated in some of these discussions.

This summary of current and future demographic, transportation, environmental, land use, and energy conditions has been informally accepted by all participants to be a credible and objective representation of the issues we face in each of these arenas. It represents an effort to more clearly and comprehensively define the challenges that we in San Bernardino County and the Southern California Region should expect to face in upcoming decades, as a basis to improve recognition of additional policy alternatives and synergies among the strategies under consideration. (The Powerpoint that was presented is available at SANBAG's website: <http://www.sanbag.ca.gov/about/agendas/05-12-board-sustain-pres.pdf>) It is not intended to recommend specific policies in response to these challenges, but does suggest that the effects of policies enacted to address a particular issue have consequences (either positive or negative) in other areas as well, and that these can in some cases represent significant opportunities.

***Financial Impact:*** This item has no impact on the approved Fiscal Year 2009-2010 SANBAG Budget.

***Reviewed By:*** This item was reviewed by the Plans and Programs Policy Committee on April 21, 2010.

***Responsible Staff:*** Ty Schuiling, Director of Planning and Programming

## *Minute Action*

AGENDA ITEM: 9

**Date:** May 12, 2010

**Subject:** Approval of contract for Development of the San Bernardino County Transportation Analysis Model (SBTAM)

**Recommendation:\*** 1) Approve Contract No. C10194 with PB Americas, Inc. for Development of the San Bernardino County Transportation Analysis Model in the amount of \$200,000 as detailed in the Financial Impact Section; and

2) Approve budget amendment to increase the FY 2009-2010 budget for Task No. 20210000 in the amount of \$200,000 for a total Fiscal Year Task budget in the amount of \$293,451 as identified in the Financial Impact Section.

**Background:** This item requests approval of Contract C10194 with PB Americas, Inc. for development of a travel demand forecasting model to replace the obsolete RIVSAN model (Riverside/San Bernardino model) and to expand modeling capabilities in the Mountain/Desert subareas. The model development is needed to support SANBAG, Caltrans, and local jurisdiction requirements for the following: freeway segment, interchange, grade separation, and arterial project approval and environmental documents; analysis of new interchanges for purposes of the Nexus Study interchange priority list; response to requests by Caltrans and local jurisdictions for forecasts on specific highway facilities; and scenario testing related to SB-375.

A Request for Proposals for RFP 10194 was approved by the SANBAG Board on March 3, 2010, with a submittal date of April 1, 2010. Six very competitive

\*

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Board of Directors*

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*Opposed:*

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proposals were submitted, and a selection panel consisting of representatives from SANBAG, City of San Bernardino, County of San Bernardino, City of Victorville, Caltrans, and the Southern California Association of Governments (SCAG) reviewed the proposals. Based on this review, the following firms were shortlisted:

- Fehr & Peers
- Iteris
- Parsons Brinckerhoff (PB Americas, Inc.)

Consultant interviews were held on April 12, and the consultant panel unanimously selected Parsons Brinckerhoff as the firm best equipped to carry out this important project. The contract calls for completion of the project in 15 months. The recommendation is a result of an inter-agency consultant selection process as described above.

***Financial Impact:*** This action would amend the SANBAG FY 2009-2010 budget by increasing the budget for Task No. 20210000 by \$200,000 for a total Fiscal Year Task budget in the amount of \$293,451. Funding for this project includes \$100,000 from Valley Measure I 1990-2010 Traffic Management and Environmental Enhancement (TMEE) program and \$100,000 from the State Local Transportation Fund - Planning.

***Reviewed By:*** This item was reviewed and recommended for approval by the Plans and Programs Policy Committee on April 21, 2010. 8-0-3 (Abstained: Biane, Ovitt, Derry).

***Responsible Staff:*** Ty Schuiling, Director of Planning and Programming

by and between San Bernardino Associated Governments and PB Americas, Inc.  
for Development of the San Bernardino County Transportation Analysis Model (SBTAM)

<b>CONTRACT MANAGEMENT</b>			
<b>Check all applicable boxes:</b>			
<input type="checkbox"/> Intergovernmental	<input type="checkbox"/> Private	<input type="checkbox"/> Federal Funds	<input checked="" type="checkbox"/> State/Local Funds
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE)		<input type="checkbox"/> Underutilized DBE (UDBE)	

C10194.doc

## **ATTACHMENT A**

### **SCOPE OF SERVICES FOR SANBAG CONTRACT C10194**

#### **DEVELOPMENT OF THE SAN BERNARDINO COUNTY TRANSPORTATION ANALYSIS MODEL (SBTAM)**

The Scope of Services for Contract C10194 is represented by this Attachment A to the Contract, supplemented by the "Work Plan" contained on pages 4 through 11 of the CONSULTANT proposal dated April 1, 2010. This shall include the deliverables listed at the end of each task. The CONSULTANT rate schedule and cost estimate are included as Attachment B to the contract. Where there is a lack of clarity between the Scope of Services in Attachment A and the Work Plan in the CONSULTANT proposal, the SANBAG Contract Manager shall provide technical direction to the CONSULTANT.

#### **BACKGROUND**

The RIVSAN model has been the subregional travel demand forecasting model for Riverside and San Bernardino Counties for two decades. The model has been updated several times, but until recently has retained the same essential model structure from the early 1990s. Riverside County completed a significant model update within the last year that resulted in a focused model for the County, built on the foundation of the SCAG Regional Model in TransCAD.

The most recent model update in the San Bernardino Valley subarea is the model developed for use in several transit and highway projects: the E Street Bus Rapid Transit (BRT) project, the Long Range Transit Plan (LRTP) for the San Bernardino Valley, the Redlands Rail project, and the I-10 HOV project. The model employs a densified zone system in the West Valley and the East Valley Travel Demand Model (EVTDM) zones in the East Valley. It also incorporates the OCTA mode choice model for transit and HOV analysis purposes. The model is run under EMME/2 software and projects traffic to 2035. It contains approximately 1400 zones for the San Bernardino Valley, compared to approximately 260 zones for the same area in the SCAG Regional Model. The first objective of this procurement is to develop a new model for the Valley that employs the densified zone system previously prepared by SANBAG and that is built on the structure of the SCAG Regional Model in TransCAD.

Also in San Bernardino County, the Victor Valley Area Transportation Study (VVATS) model was developed in 2006 to support the development of the transportation plan for the Victor Valley. This model was built on the "SCAG Interim Model," a version of the SCAG Regional Model that was originally developed in TRANPLAN for use in the 2007 Air Quality Management Plan. The VVATS model uses almost 600 zones in the Victor Valley, compared to approximately 60 zones covering the same area in the SCAG regional model. A second objective of this procurement is to develop an updated model for the Mountain/Desert areas of San Bernardino County starting with the zonal system and network used in the Victor Valley for the current VVATS model and the TransCAD model structure of the SCAG Regional Model. The Mountain/Desert Model will include

zone densification in Barstow, the Mountains subarea, and the Morongo Basin in addition to the densification that occurred for the VVATS model. Thus, the intent is to build separate subregional models for the Mountain/Desert subarea and for the Valley subarea. As an option, this project will consider a unified Valley/Mountain/Desert model, weighing factors such as the number of zones, processing times, and model functionality.

It has been the intent of SANBAG to build a new San Bernardino County focused model once the TransCAD version of the Regional Model was complete and made available for subregional use. That time has now arrived. In addition to the availability of the new regional TransCAD model and its operation on a PC platform, SCAG has completed a first phase of a new Subregional Model Development Tool (SMDT). A presentation on this tool was provided at the July 23, 2009 SCAG Modeling Task Force meeting, and the presentation is available on the SCAG website (see link to Modeling Task Force at <http://www.scag.ca.gov/modeling/mtf/index.htm>). Caliper Corporation is currently under contract to SCAG to further enhance the TransCAD SMDT, and to use the San Bernardino Valley network and zone system as the test bed for that development effort. The upgraded version of the SMDT will be available to the consultant performing the modeling work for SANBAG, and it is expected that this tool will be used in the development of the San Bernardino County subregional model for the Valley and Victor Valley. Several specific capabilities of the TransCAD Subregional Model Development Tool to be available for the SANBAG effort include:

- Automatic zonal aggregation in areas outside the model focus area
- Automatic generation of socio-economic data (SED) for the aggregated zones
- Generation of a full set of model-ready socio-economic data for the disaggregated zones in the model focus area based on a smaller “core” set of data
- Automatic generation of centroids and connection to the network
- Retention of manual refinements to the centroid connectors for future model updates
- Retention and/or appropriate adjustment of model relationships to adapt to the zone systems and network in the aggregated/disaggregated areas
- Selection of model processes to include or exclude in any given model run, depending on the application

## **PROJECT OBJECTIVES**

The objectives of the update for the San Bernardino County subregional model are to:

- Create two subregional models for San Bernardino County in TransCAD, one for the San Bernardino Valley and one for the Mountain/Desert subareas. Both are to be focused versions of the SCAG Regional Model, splitting zones in San Bernardino County and aggregating zones outside the County. As an option, this project will consider a unified Valley/Mountain/Desert model, weighing factors such as the number of zones, processing times, and model functionality. It would be desirable, though not required, that typical model processing times be held to within 12 hours.
- Validate the models against SCAG base year data (2008) and a set of screenlines appropriate for each subregional model.

- Develop a future-year model representing network changes and growth to 2035, with the added possibility of a 2040 model, pending SCAG discussions on that topic for the Regional Transportation Plan.
- Provide model documentation and training for agency staff.

This procurement is anticipated to be a partnership between SCAG, SANBAG, Caltrans, local jurisdictions, and the consultant. It is anticipated that project resources will be allocated between the Valley and Mountain/Desert subregional models on approximately a 50/50 basis.

## PROPOSED TASKS

Parallel tasks are defined for San Bernardino Valley and Mountain/Desert Subregional Models. For project management purposes, Tasks 1A, 2A, etc. will be used for the Valley model and 1B, 2B, etc. will be used for the Mountain/Desert model, unless it is determined that a single county-wide model is feasible.

1. **Agency Coordination/Model Data Collection.** The consultant shall obtain from SCAG the data available from the Regional Model and the software for the SMDT. Two months overlap is planned between SCAG's effort on the SMDT and the initiation of consultant work on SANBAG's subregional model development, allowing for support on the SMDT application from Caliper Corporation. SANBAG's previously developed densified zone system in the Valley and the VVATS zone system in the Victor Valley will be used as the starting points for the transportation analysis zone (TAZ) structure within San Bernardino County. This zone system will be further developed by SANBAG, with consultant input, and may be adapted to be consistent with SCAG's Tier 2 zone system. Zone systems maintained by local jurisdictions, such as the zone system for the City of Victorville model, will be examined in the process of defining a zone system for SBTAM. SANBAG will provide the GIS shapefiles for the TAZ coverages to the consultant. The SCAG Regional Model zone structure (Tier 1) will be used as the starting point for an aggregated zone structure outside the County, with zone size increasing farther from the San Bernardino County border.
2. **Demographic Data Development.** SANBAG will provide the "core SED" corresponding to the zone systems developed for each model. Core SED will be provided for both 2008 and 2035, at times to be discussed with SCAG and the consultant. At a minimum, the core SED will include: population, single family and multi-family households, retail/non-retail employment, and school enrollment. The consultant shall generate the SED for the full set of modeling variables using the SMDT. The mechanism for generating the full set from the core set of SED will be provided by SCAG as a capability of the SMDT. Forecasting to year 2040 may also be required, pending current discussions at SCAG, in which case SANBAG would provide the corresponding SED and changes that need to be made to the network. An additional 2040 model run would be required in that case.
3. **Develop Screenlines/Collect Traffic Count Data.** SANBAG and SCAG will provide access to traffic count data previously collected at model screenlines. The consultant and SANBAG



shall jointly define up to 15 screenlines for each model for use in model validation. These would include existing Regional Model screenlines. Consultants should assume the need for new machine traffic counts at up to 40 locations per model.

4. **Network Development.** SCAG will provide TransCAD networks from the Regional Model. This will include the associated link attribute data. Currently, the SCAG Regional Model contains a network density that is generally compatible with the SANBAG densified zone system in the Valley. SANBAG will identify any additional network links that should be added in San Bernardino County as well as network modifications. The consultant shall make these changes in the subregional model network. The consultant shall use the SCAG SMDT to create centroids and centroid connectors that are consistent with the SANBAG-provided zone system and provide realistic access locations to the network (i.e. not connected directly to network intersections). The SMDT can automatically assign centroid connectors to mid-block locations. The consultant shall edit centroid connectors to provide reasonable access locations and assign the appropriate connector attributes. The consultant shall provide SANBAG with the resulting TransCAD network files, and SANBAG shall provide a marked up copy of the network showing network changes. Network and zone definition will be closely coordinated between SANBAG, SCAG, Caltrans, and the consultant.
5. **Zonal Aggregation.** The consultant shall recommend a zonal aggregation strategy for zones outside San Bernardino County. This shall include the perimeter around San Bernardino County within which regional zones are not to be aggregated. Upon agreement with SANBAG and SCAG, the consultant shall apply the SMDT's aggregation utility to produce an aggregated zone system and set of SED.
6. **Refine SBTAM Setup.** The consultant shall modify the Regional Model setup to tailor the processing steps for the San Bernardino Valley and Mountain/Desert subregional models to specific applications. The consultant shall propose application-specific features of the setup to SCAG and SANBAG, including methods for handling mode choice and transit assignment, prior to making the modifications. The intent will be to streamline model run time while providing the model applications needed for planning within the Valley and Mountain/Desert areas. For mode choice, the intent in the Valley is to build a foundation that can later become Federal Transit Administration (FTA) New Starts/Small Starts compliant. However, it is not expected that an FTA New Starts compliant model will be achieved under the current procurement.
7. **SBTAM Validation.** The year 2008 model shall be validated for consistency against SCAG base year data (2008) and the screenlines defined in Task 3. Area-wide statistics, such as VMT, total numbers of trips, total number of transit trips, etc. will be used to gauge the reasonableness of the validation. Forecasts on specific major facilities will also be reviewed for reasonableness, along with peak period directional splits. SANBAG, SCAG, and Caltrans will provide feedback on the adequacy of the validation. SANBAG and SCAG will work with the consultant to identify and implement model refinements to improve model performance, based on initial validation results. This could include refinements in trip

generation rates if evidence exists that the rates are not consistent with those in the model focus area. The general comparability of both highway and transit assignments to those from the SCAG Regional Model shall be established on the freeway system and Metrolink. The following key statistics shall be achieved in model validation:

- Screenlines – The screenlines developed as part of Task 3 shall be used for analysis. 100% of the screenlines must pass the industry standards set forth in the report *Model Validation and Reasonableness Check Manual* (Federal Highway Administration, February 1997). The screenline differences are allowed to vary within 0-10%.
- Root Mean Square Error - The percent root mean squared error (RMSE) is the square root of the model volume minus the actual count squared, divided by the number of counts. It is a measure similar to standard deviation in that it assesses the accuracy of the entire model. The correlation coefficient ( $R^2$ ) between the actual ground counts and the estimated traffic volumes should be greater than 88 percent.
- VMT Comparison – VMT produced by the travel model shall be compared to the Caltrans estimated VMT based on the Highway Performance Monitoring System (HPMS) and SCAG's regional model. The percentage difference between the Caltrans VMT and Model VMT should be less than 5% County-wide.
- Volume-to-Count Ratio – This is computed by dividing the traffic volume estimated from the model by the actual traffic volume counted on various road segments. The deviation is the difference between the model volume and the count, divided by the count.

Any suggested variations from or additions to these criteria should be contained in the consultant proposal.

8. Future (2035) Network Development. Future year networks shall be created that reflect the SCAG Regional Model future network and that have zone systems consistent with the corresponding 2008 subregional models. SANBAG will provide the consultant with any additional network updates for San Bernardino County, and the consultant shall make the changes in the TransCAD network. If SCAG adopts the additional 2040 horizon year for RTP modeling, a separate 2040 network shall also be created, based on input from SANBAG.
9. Prepare Future Forecasts. The consultant shall generate a year 2035 forecast for each subregional model, plus a 2040 forecast if that horizon year is also generated by SCAG for the Regional Model. The forecasts shall be based on the future year core SED provided by SANBAG, as expanded to the full SED set by the consultant through the application of the SMDT. SANBAG will provide any necessary supplemental information on school enrollment by zone. SANBAG, SCAG, and Caltrans will review the results of the forecast for reasonableness and provide feedback to the consultant. Modifications of the forecasts

may be required based on this review. The forecasts shall include passenger cars/light duty vehicles (HOV and SOV) and trucks.

10. Documentation/Training. Provide documentation of both the Valley and Mountain/Desert subregional models and a model validation report for each. Six copies of draft reports shall be provided to SANBAG for review, plus a PDF version for distribution by SANBAG. SANBAG, SCAG, and Caltrans will review the reports, and the consultant shall make appropriate modifications and provide six copies and a PDF version of the final reports to SANBAG. Up to three days of training in use of the models shall be provided for SANBAG, SCAG, and Caltrans staff.
11. SBTAM Presentation. Make two presentations on the model development activities to the SANBAG Transportation Technical Advisory Committee and one presentation to the SCAG Modeling Task Force. The consultant should anticipate monthly meetings with SANBAG, SCAG, and Caltrans staff and up to three meetings for each subregional model with a group of technical representatives from local jurisdictions.

## **CONTACT INFORMATION**

The SANBAG Contract Manager for this contract shall be:

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Chief of Planning  
San Bernardino Associated Governments  
1170 W. Third Street  
San Bernardino, CA 92410  
Ph: (909)884-8276  
Fax: (909)885-4407  
E-mail: [ssmith@sanbag.ca.gov](mailto:ssmith@sanbag.ca.gov)

## *Minute Action*

AGENDA ITEM: 10

**Date:** May 12, 2010

**Subject:** Results of the SB-375 Local Jurisdiction Survey for San Bernardino County

**Recommendation:**\* Receive report.

**Background:** Workshops are being held by the Southern California Association of Governments (SCAG) throughout the SCAG region related to the setting of greenhouse gas (GHG) reduction targets in response to Senate Bill 375 (SB-375). Such a workshop was held in conjunction with the SANBAG Planning and Development Technical Forum on March 31, 2010. In preparation for the target-setting workshop, Planning or Community Development Directors (or knowledgeable designees) in San Bernardino County were requested to fill out a survey regarding their jurisdiction's current sustainability practices and views on potential greenhouse gas reduction strategies. The survey was designed by SCAG to be filled out electronically. SANBAG staff and the Technical Forum chair suggested modifications to the survey prior to its distribution to jurisdictions.

The survey queried jurisdiction representatives on the following issues:

- Extent to which their jurisdiction has undertaken certain sustainability efforts
- Whether their jurisdiction has taken formal positions on certain sustainability efforts
- Extent to which their jurisdiction has considered or implemented specific land use strategies

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*Board of Directors*

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*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

- Maximum housing densities currently allowed within the jurisdiction and maximum housing densities that may be considered in the future in transit station areas
- Maximum office/commercial Floor Area Ratios (FARs) currently allowed within the jurisdiction and maximum office/commercial FAR that may be considered in the future in transit station areas. The FAR is the ratio of the total floor area of a building (all floors) to the total area of the site (including parking and buffers) on which the building is situated.
- Extent to which jurisdictions currently have any mixed use areas that include a pedestrian-oriented environment
- Identification of areas that could become pedestrian-oriented within the next 20 years
- Ranking of potential transportation strategies with regard to jurisdiction support for achieving greenhouse gas reduction goals

The survey results include responses to most questions from representatives of 23 out of 25 jurisdictions in San Bernardino County. The responses were reviewed at the SCAG workshop on March 31. The results are illuminating with respect to local jurisdiction opinions of land use and sustainability strategies, current and potential residential and non-residential densities, and views of transportation strategies that could address greenhouse gas emissions. It was thought that the results would be informative for the SANBAG Plans and Programs Committee as well.

## **SURVEY RESULTS**

Respondents were asked whether their jurisdiction has undertaken certain sustainability efforts. Choices included “completed,” “ongoing,” “to be implemented,” “under consideration,” and “not under consideration.” The following represent the percentages of San Bernardino County jurisdictions that answered either “completed” or “ongoing” for each type of sustainability effort:

- Installation of energy-efficient facilities at city facilities – 74%
- Upgrading to energy-efficient building codes – 52%
- Installation of solar panels at city facilities – 26%
- Conversion to or purchase of hybrid or alternative fuel vehicles – 74%
- Modification of city’s operation/maintenance procedures to conserve resources – 70%

- Development of Climate Action Plan, Energy Action Plan, or Sustainability Master Plan – 26%
- Addition of Sustainability Element to city's General Plan – 26%
- Inventory of city's municipal carbon emissions – 13%
- Inventory of city's community-wide carbon emissions – 13%
- Establishment of city's municipal carbon emissions baseline – 13%
- Establishment of city's community-wide emissions baseline – 9%

Respondents were asked whether their jurisdiction has taken a formal position on certain sustainability efforts. The following represent the percentage of jurisdictions indicating "yes:"

- Urban Environmental Accords – 0%
- U.S. Mayor's Climate Protection Agreement – 17%
- City resolution declaring its formal position – 35%
- Green element to city's General Plan – 9%

Respondents were asked whether their city has implemented certain land use strategies. Possible responses included: "fully adopted in city's plans and policies," "intend to integrate into city's current and future plans," "open to exploring this strategy," "city needs to study/assess this further before pursuing," and "implausible for city." The following represent the percentage of jurisdictions indicating "fully adopted" or "intend to integrate:"

- Planning mixed use buildings and neighborhoods, i.e. housing, retail, jobs - 90%
- Focusing new housing and job growth within ½ mile of existing and planned transit stations – 53%
- Increasing housing densities near jobs and employment centers – 63%
- Increasing infill and development in areas with existing infrastructure – 67%

As indicated, San Bernardino County jurisdictions have already given a substantial amount of consideration to mixed use, transit-oriented land use strategies. This has to do with incorporation of these strategies into local plans and does not necessarily mean that some of those plans have been implemented.

The survey then asked for specific information on maximum densities currently allowed or that may be considered for the future. The following represent the specific questions asked:

1. What is the highest housing density in dwelling units per acre (DU/acre) currently allowed in your city?
2. What is the highest housing density your city currently allows in any of the transit station areas? This would have applied principally to jurisdictions with transit stations, but could have included future transit stations as well as existing.
3. What is the highest housing density you think your city might consider allowing in any of the transit station areas?
4. What specific transit station areas would you consider for this density?
5. What is the highest office/commercial Floor Area Ratio (FAR) currently allowed in your city?
6. What is the highest office/commercial FAR your city currently allows in any of the transit station areas?
7. What is the highest office/commercial density you think your city might consider allowing in any of the transit station areas?
8. What specific transit station areas would you consider for this density?
9. Does your city have any mixed use area that includes a pedestrian-oriented environment?
10. If yes, please list the name of the areas and/or locations, and whether these are redeveloped areas or new greenfield developments.
11. Please list any additional areas in your city you believe could become pedestrian-oriented within the next 20 years.

It is important to note that the responses to the above questions do not represent a commitment by a jurisdiction to allow the specified densities for any particular development project currently or in the future.

The above open-ended responses were tabulated by jurisdiction and are summarized in Table 1. The following inferences can be drawn from a review of Table 1 (the columns can be correlated with the above question numbers):

- Densities currently allowable in most San Bernardino County jurisdictions are already quite high. For example, all jurisdictions in the Valley currently allow at least 18 dwelling units per acre, and most allow up to 30 DU/acre. The City

of Ontario recently raised its maximum allowable residential density to 125 DU/acre, applicable to several of their defined mixed use areas.

- There is not a large difference between residential densities currently allowed and those that might be considered in the future.
- Some of the FARs already allowable for office/commercial development are quite substantial. Few jurisdictions envision increasing their allowable FARs further.
- Over half the jurisdictions consider themselves to have at least one area that is viewed to be “pedestrian-oriented.” The definition of “pedestrian-oriented” was left to interpretation. In the Valley, all but two jurisdictions viewed themselves to have at least one pedestrian-oriented area.
- About half the jurisdictions identified particular locations that could become pedestrian-oriented in the future, but the list of locations is relatively limited. Thus, despite the current ability to allow for significant residential and non-residential densities, there are relatively few locations where jurisdictions envision actually implementing more compact, walkable communities. The development of the Sustainable Communities Strategy will explore with jurisdictions the opportunities and challenges of allowing for additional locations that represent transit-oriented, pedestrian-friendly areas that have potential to reduce auto travel and greenhouse gas emissions.

The remaining survey questions asked respondents about their level of support for certain transportation strategies with respect to achieving greenhouse gas emission reduction goals. The first of these questions asked respondents to “rank the following transportation investments according to your level of support for achieving greenhouse gas emission reduction goals for San Bernardino County (“1” being your highest rank, “2” the next highest, etc.).” One useful indicator of the results is the “rating average.” The lowest average represents the strategy with the most support. The strategy with the highest average has the least support from San Bernardino County jurisdictions. The following represent the averages from lowest (most supported) to highest (least supported):

- |                                     |      |
|-------------------------------------|------|
| • Bus Rapid Transit (BRT) expansion | 3.53 |
| • Local bus system expansion        | 3.74 |
| • Fix freeway bottlenecks           | 4.21 |
| • Complete streets                  | 4.26 |
| • Rail system expansion             | 4.84 |
| • Add arterial highway lanes        | 5.11 |



- Traffic calming 6.32
- Add mixed freeway lanes 6.37
- Add HOV lanes 7.42

It should be noted that respondents may have been influenced by circumstances related to their own jurisdictions. For example, those jurisdictions with little prospect for a future rail line may have indicated less support for that strategy. The BRT and bus strategies ranked highest. It is interesting that most highway strategies ranked low and that adding HOV lanes ranked lowest. The exception to this was that “fix freeway bottlenecks” ranked third. Targeted congestion relief may have been in mind as a greenhouse gas emission reduction strategy in this response.

The next question asked respondents to “rank the following Transportation System Management (TSM) strategies according to your level of support for achieving greenhouse gas emission reduction goals for San Bernardino County (“1” being your highest rank, “2” the next highest, etc.)” The rating averages are as follows, again from lowest (most supported) to highest:

- Operational improvements to relieve bottlenecks – 2.26
- Traffic signal coordination – 2.37
- Transit service improvements (e.g. fewer stops, express service) – 3.95
- Signal prioritization for transit – 4.26
- Parking management (e.g. maximum parking, shared parking) – 4.26
- Ramp metering – 5.16
- Freeway speed limit reductions – 6.56

These cannot be compared to the rankings for the strategies in the prior question. The comparisons are valid only within each group of strategies. Highway operational improvements again received strong support, followed closely by traffic signal coordination. Freeway speed limit reductions engendered the least support.

The final question asked respondents to “rank the following Transportation Demand Management (TDM) strategies according to your level of support for achieving greenhouse gas emission reduction goals for San Bernardino County (“1” being your highest rank, “2” the next highest, etc.)” The rating averages are as follows, again from lowest (most supported) to highest:

• Telecommuting and alternative work schedules –	2.74
• Vanpooling –	3.16
• Promote carpooling –	3.58
• Build additional bicycling/walking facilities –	4.32
• Build additional park-and-ride lots –	4.74
• Parking pricing management –	6.21
• Converting HOV lanes to high-occupancy toll (HOT) lanes –	6.37
• Increase gas taxes –	7.47
• Assess a fee per vehicle mile traveled (VMT) –	7.68

Ridesharing and telecommuting rated highest among the planning/community development directors responding to the survey. Those strategies involving pricing tended to have the least support. This was particularly true of both gas tax increases and VMT fees.

The results of the survey will be useful as SCAG, SANBAG, and local jurisdictions move forward with development of the Sustainability Communities Strategy for the Regional Transportation Plan. It will serve as part of the basis for identifying geographic areas where SB-375 land use and transportation strategies may be employed most effectively.

**Financial Impact:** This item has no impact on the approved Fiscal Year 2009-2010 SANBAG Budget.

**Reviewed By:** This item was reviewed by the SANBAG Plans and Programs Committee on April 21, 2010.

**Responsible Staff:** Ty Schuiling, Director of Planning and Programming

Table 1. SCAG Local Government Survey on GHG Emission Reduction Strategies for San Bernardino County - Tabulation of Open-Ended Responses

Jurisdiction	1. Highest housing density (DU/Ac)	Highest Housing density w bonus (DU/Ac)	2. Highest housing density in TSAs	3. Highest housing den. you might allow	4. What specific areas?	5. Highest FAR	6. Highest FAR in TSAs	7. Highest FAR you might allow	8. What specific areas?	9. Any areas you consider ped oriented?	10. List name of area	11. Areas that could become ped oriented
Adelanto	8		NA	20	Major traffic corridors	NA	NA	2	Major traffic corridors	No	NA	Future S.P. areas
Apple Valley	30		NA	NA	NA	1	NA	NA	NA	No	NA	No response
Barstow	15	22	15/22	22	Unknown	Use lot covrg	NA	NA	NA	No	NA	No response
Big Bear Lake	12	24	NA	24	Light rail	0.5	NA	1	Light rail	Yes	Village S.P.	Moonridge S.P.
Chino	30		30	30	Civic Center; Preserve Core	1	1	1	Civic Center	No	NA	No response
Fontana	24		12	40	Downtown	1.5	1	2	Downtown	No	NA	No response
Grand Terrace	20		NA	20	NA	0.35	NA	NA	NA	Yes	SW area of city near I-215 (future)	Barton Road Corridor
Hesperia	25		NA	NA	NA	0.75	NA	NA	NA	Yes	N. of Main E. of Civic Plaza; also S. of Main in same area	Rancho Las Flores village ctrs.
Highland	18		18	30	TownCenter BRT	1	1	3	Airport S.P.	Yes	Town Center	Golden Triangle
Loma Linda	20	25	20/25	20/25	SWC Redlands Bl & Calif to Mission	0.5	0.5	1	Redlands Bl/Calif west to Edison	Yes	Around Calif and Redlands Bl.	Poplar St. S. of Redlands Bl; Calif west to Edison
Montclair	60		60	60	Montclair TransCenter	5	5	5	Montclair TransCtr	Yes	N. Montclair Downtown S.P.	None
Ontario	125		125	125	OAMC/NMC	2	2	2	OAMC/NMC	Yes	Downtown-RDA area	Piemonte New Model Colony
Rancho Cucamonga	30		30	30	Foothill Blvd.	1	1	1	No response	Yes	Terra Vista Town Sq.; Victoria Gardens	Entire Foothill Blvd. in city
Redlands	30		30	37.5	California; Alabama; New York; Dtown; UofR	4	Varies	4	All TSAs	Yes	Downtown	
Rialto	30		30	30	Downtown, R'side & Foothill	4	4	4	Foothill Blvd.	Yes	Downtown	No response
San Bernardino	47		47	47	Downtown - TODs evaluated case-by-case	3	3	4	Downtown and Hospitality/Tri-City	Yes	Downtown	Cal State Area
Twentynine Palms	24	30	24	30	Downtown	65% lot covrg	Same	Same	Downtown	Yes	Downtown	Downtown
Upland	20		30	40	Metrolink	3	3	4	Metrolink	Yes	Historic Downtown Upland	Portions of Foothill Boulevard
Victorville	60		NA	NA	NA	60% lot covrg	NA	NA	NA	No	NA	No response
Yucaipa	24		NA	NA	NA	1.2	NA	NA	NA	No	NA	Uptown Bus. Dist
Yucca Valley	40		10	Unknown	Unknown	1.2	0.9	Unknown	Unknown	Yes	Old Town S.P.	NA

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 11

**Date:** May 12, 2010

**Subject:** Right of Way Cooperative Agreement with the County of San Bernardino for the Glen Helen Grade Separation Project

**Recommendation:\*** Approve Cooperative Agreement C10227 with the County of San Bernardino for the Right of Way work phase on the Glen Helen Grade Separation project in the County of San Bernardino with a Measure I calculated share contribution of \$4,115,400.

**Background:** The SANBAG Board on April, 2007 approved a loan of Measure I 1990-2010 Valley Major Projects funds to fund project development of candidate Proposition 1B Trade Corridor Improvement Fund (TCIF) railroad grade separation projects. Specific grade separation projects, along with the funding for both the Project Approval/Environmental Document (PA&ED) and development of Plans, Specifications, and Estimates (PS&E) were approved by the Board on September 12, 2007. Glen Helen Grade Separation project was amongst those projects selected. Subsequently, on July 2, 2008, the Board approved a PA/ED and PS&E cooperative agreement with the County of San Bernardino for funding this particular project using both Measure I and local County funds as outlined in the Nexus Study and the Measure I 2010-2040 Expenditure Plan.

Presently, the PA/ED phase is complete and the PS&E work is approximately 65% complete. Right of Way requirements for this project are identified and work can begin upon approval of the funding through a Right of Way cooperative agreement. This agreement is structured similar to that of the previous phases

\*

*Approved  
Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

which defines both the funding and the roles and responsibilities of each agency with respect to this project. The County of San Bernardino will be the lead agency for administration of this phase and will contribute a share of the costs. Likewise, the cost share is based on the Nexus study and the Measure I 2010-2040 Expenditure Plan which has SANBAG's share at 72.2% and the County's share at 27.8%. SANBAG's contribution per this agreement will be \$4,115,400 toward the estimated \$5,700,000 total cost.

***Financial Impact:*** There is sufficient budget in the 09/10 fiscal year for the beginning of the Right of Way work. A revision to the proposed 10/11 budget may be required pending the actual work schedule for the Right of Way activities. Task 869

***Reviewed By:*** This item was reviewed and unanimously recommended for approval by the Plans and Program Committee on April 21, 2010. The agreement has been reviewed by SANBAG Legal Counsel.

***Responsible Staff:*** Garry Cohoe, Director of Freeway Construction

SANBAG Contract No. C10227  
by and between  
San Bernardino County Transportation Authority  
and  
County of San Bernardino  
for

Right of Way Services for the Glen Helen Parkway Grade Separation Project

**FOR ACCOUNTING PURPOSES ONLY**

<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID _____	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment
--	--	---	--

**Notes: This is a new cooperative agreement. This amount represents SANBAG's payable share.**

Original Contract:	\$ <u>4,115,400</u>	Previous Amendments	\$ <u>0</u>
		Previous Amendments	\$ <u>0</u>
		Contingency / Allowance Total:	
Contingency / Allowance Amount	\$ <u>0</u>	Current Amendment:	\$ <u>0</u>
		Current Amendment Contingency / Allowance:	\$ <u>0</u>

Contingency Amount requires specific authorization by Task Manager prior to release.

**Contract TOTAL ► \$ 4,115,400.00**

\* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure.

▼ Include funding allocation for the original contract or the amendment

Main Task/Project	Level 1	Level 2	Cost Code/Object	Grant ID/Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amndmnt Amt
<u>869</u>	<u>640</u>	<u>000</u>	<u>53750</u>	<u>99043</u>	<u>Measure I</u>	\$ <u>4,115,400</u>

Original Board Approved Contract Date:	<u>5/12/10</u>	Contract Start:	<u>5/12/10</u>	Contract End:	<u>12/31/12</u>
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New Amend. Approval (Board) Date:		Amend. Start:		Amend. End:	
-----------------------------------	--	---------------	--	-------------	--

**Allocate the Total Contract Amount or Current Amendment amount between Approved Budget Authority in the current year and Future Fiscal Year(s) Unbudgeted Obligation.**

Approved Budget Authority ►	Fiscal Year: <u>09/10</u>	Future Fiscal Year(s) –	Unbudgeted Obligation ►
	\$ <u>100,000</u>		\$ <u>4,015,400</u>

☒ Budget authority for this contract currently exists in Task No. 869 (C-Task may be used here.).

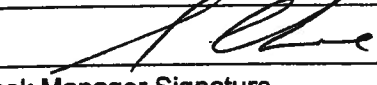
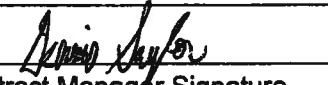

☐ A budget amendment is required. A Budget Amendment Request is attached.

**CONTRACT MANAGEMENT**

**Check all applicable boxes:**

<input checked="" type="checkbox"/> Intergovernmental	<input type="checkbox"/> Private	<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State/Local Funds
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE)	<input type="checkbox"/> Underutilized DBE (UDBE)		

Task Manager: <u>Garry Cohoe</u>	Contract Manager: <u>Dennis Saylor</u>
----------------------------------	--

 Task Manager Signature	Date <u>4/30/10</u>	 Contract Manager Signature	Date <u>4/30/10</u>
 Chief Financial Officer Signature	Date <u>4/30/10</u>		

**RIGHT-OF-WAY COOPERATIVE AGREEMENT NO. C10227**

**BETWEEN**

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

**AND**

**COUNTY OF SAN BERNARDINO**

**FOR**

**Grade Separation Construction at Glen Helen Parkway at the Burlington Northern Santa Fe/Union Pacific Railways in the Devore Area**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ by and between the San Bernardino County Transportation Authority (hereinafter referred to as "SANBAG") and the County of San Bernardino (hereinafter referred to as "COUNTY").

**WITNESSETH**

WHEREAS, the SANBAG Nexus Study and the Measure I 2010-2040 Expenditure Plan identify freeway interchange, major street, and rail-highway grade separation projects eligible for partial funding from Measure I 2010-2040 revenues; and

WHEREAS, SANBAG and COUNTY(the "Parties") intend to construct a grade separation at Glen Helen Parkway and the Burlington Northern Santa Fe/Union Pacific railways (BNSF/UP) (hereinafter referred to as the "PROJECT"); and

WHEREAS, the PROJECT is identified in the Measure I 2010-2040 Expenditure Plan and is included in the SANBAG Nexus Study and will be carried out in accordance with the policies of the Measure I 2010-2040 Strategic Plan; and

WHEREAS, the Parties desire to proceed with Right-of-Way capital and support activities for the PROJECT, hereinafter referred to as "ROW Work"; and

WHEREAS, this Right-of-Way Cooperative Agreement ("Agreement") is intended to delineate the duties, and funding responsibilities of the Parties for the PROJECT ROW Work; and

WHEREAS, COUNTY wishes to be the lead agency to complete the ROW Work for the PROJECT; and

NOW, THEREFORE, the Parties agree to the following:

## SECTION I

### SANBAG RESPONSIBILITIES:

1. In accordance with the Measure I 2010-2040 Strategic Plan ("Strategic Plan"), to be responsible for 72.2% of the total eligible PROJECT ROW Work expenses that are incurred by COUNTY for an amount not to exceed \$4,115,400, subject to paragraph 11 of Section III.
2. To reimburse COUNTY within 30 days after COUNTY submits to SANBAG an original and two copies of the signed invoices in the proper form covering those actual eligible PROJECT ROW Work expenditures that were incurred by COUNTY, consistent with the invoicing requirements of the Strategic Plan, including back up information. Invoices maybe submitted to SANBAG as frequently as monthly
3. To rely to the maximum extent possible on any prior audit of COUNTY, performed pursuant to the provisions of State and Federal laws, when conducting an audit of the costs claimed under the provisions of this Agreement. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to SANBAG when planning and conducting additional audits.
4. To abide by all SANBAG, State, and Federal laws, regulations, policies, and procedures pertaining to the PROJECT.

## SECTION II

### COUNTY RESPONSIBILITIES:

1. To be the lead agency for this PROJECT and to undertake and complete the ROW Work for the PROJECT.
2. To abide by all SANBAG, State, and Federal laws, regulations, policies, and procedures pertaining to the PROJECT.
3. To prepare and submit to SANBAG an original and two copies of signed invoices for reimbursement of eligible PROJECT ROW Work expenses. Invoices shall be submitted to SANBAG monthly.
4. In accordance with the Strategic Plan, to be responsible for 27.8% share of the total eligible PROJECT ROW Work expenses incurred in an amount not to exceed \$1,584,600, subject to paragraph 11 of Section III.



5. To maintain all source documents, books and records connected with COUNTY's performance under this Agreement for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to SANBAG or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of SANBAG. Copies will be made and furnished by COUNTY upon request.
6. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support COUNTY's request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT ROW Work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by COUNTY.
7. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT ROW Work costs expended for those activities described in the work activities, and to submit that Report and invoice no later than 120 days following the completion of those expenditures. The Final Report of Expenditures, an original and two copies of which report shall be submitted to SANBAG, must state that these PROJECT funds were used in conformance with this Agreement and for those PROJECT-specific ROW Work activities.
8. To cooperate in having a PROJECT-specific audit completed by SANBAG, at SANBAG's option, upon completion of the PROJECT ROW Work. The audit must state that all funds expended on the PROJECT were used in conformance with this Agreement.
9. To repay to SANBAG any reimbursement for Measure I costs that are determined by subsequent audit to be unallowable within ninety (90) days of COUNTY receiving notice of audit findings, which time shall include an opportunity for COUNTY to respond to and/or resolve the finding. Should the finding not be otherwise resolved and COUNTY fail to reimburse moneys due SANBAG within ninety (90) days of audit finding, or within such other period as may be agreed between both parties hereto, the SANBAG Board reserves the right to withhold future payments due COUNTY from any source under SANBAG's control.
10. To include SANBAG in Project Development Team (PDT) meetings, if and when such meetings are held, and related communications on PROJECT progress and to provide at least quarterly schedule updates to SANBAG.

### SECTION III

#### IT IS MUTUALLY AGREED:

1. If a federal appropriation or earmark is used for PROJECT ROW Work costs, application of those funds shall be consistent with SANBAG Policy 40001/ VS-30.
2. The PROJECT ROW Work costs have been determined to be \$5,700,000 (see Attachment A). SANBAG shall have no further responsibilities to provide any funding for PROJECT exceeding this amount without prior SANBAG Board approval, subject to Paragraph 11 of this Section.
3. Eligible PROJECT ROW Work reimbursements shall include only those costs incurred by COUNTY for PROJECT ROW Work activities that are described in this Agreement and Attachment B and shall not include escalation or interest. SANBAG Policy 40006/VMS 25 further defines eligible ROW Work regarding excess land and applies to this Agreement.
4. Any funds advanced by COUNTY for SANBAG's share towards eligible PROJECT ROW Work costs shall be reconciled during the construction phase of the PROJECT.
5. Neither SANBAG nor any officer or employee thereof is responsible for any injury, damage, or liability occurring or arising by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority, or jurisdiction delegated to COUNTY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully defend, indemnify and save harmless SANBAG, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement.
6. Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage, or liability occurring or arising by reason of anything done or omitted to be done by SANBAG and under or in connection with any work, authority, or jurisdiction delegated to SANBAG under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, SANBAG shall fully defend, indemnify and save harmless COUNTY, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SANBAG under or in connection with any work, authority or jurisdiction delegated to SANBAG under this Agreement.

7. COUNTY and SANBAG are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through their respective programs of self insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement.
8. This Agreement is expressly subordinated to any bonds, notes, certificates or other evidences of indebtedness involved in bond financings as are now outstanding or as may hereafter be issued by SANBAG.
9. This Agreement will be considered terminated on December 31, 2012. The Agreement may also be terminated by SANBAG, in its sole discretion, in the event the PROJECT ROW Work has not been initiated by COUNTY within twelve (12) months of the date of execution of this Agreement.
10. That SANBAG, at SANBAG's option and in coordination with the COUNTY, may assign additional resources to the PROJECT ROW Work to facilitate its timely completion.
11. In the event COUNTY determines PROJECT ROW Work may exceed the not to exceed amounts identified in this Agreement, COUNTY shall inform SANBAG of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the contribution amounts identified this Agreement. In no event, however, shall any of the Parties be responsible for PROJECT ROW Work costs in excess of the contribution amounts identified in this Agreement absent a written amendment to this Agreement that is approved by all Parties.
12. A separate agreement will be required between the Parties to define responsibilities and funding share for the construction phase of the PROJECT.
13. This Agreement may be signed in counterparts, each of which shall constitute an original.

####

**SIGNATURES ON FOLLOWING PAGE:**

**San Bernardino County  
Transportation Authority**

By: \_\_\_\_\_  
Paul M. Eaton, President  
SANBAG Board of Directors

Date: \_\_\_\_\_

**APPROVED AS TO FORM AND  
PROCEDURE:**

By: \_\_\_\_\_  
Jean-Rene Basle  
SANBAG County Counsel

Date: \_\_\_\_\_

**San Bernardino County Board of  
Supervisors**

By: \_\_\_\_\_  
Gary C. Ovitt  
Chairman

Date: \_\_\_\_\_

**APPROVED AS TO FORM AND  
PROCEDURE:**

By: \_\_\_\_\_  
Scott Runyan  
County Counsel

Date: \_\_\_\_\_

**Attachment A**  
**Project Funding Table**

County of San Bernardino local fair share = 27.8 percent of eligible expenses incurred

SANBAG share = 72.2 percent of eligible expenses incurred, with a not-to-exceed amount of \$4,115,400.00 excluding local fair share

## **Attachment B**

### **ROW Work for Glen Helen Parkway Grade Separation**

ROW Work for the PROJECT includes, but not limited to, the following activities:

1. Prepare right-of-way maps, other documents, and surveys as required for the acquisition of right-of-way for the PROJECT.
2. Acquire and furnish all right-of-way required for the PROJECT. Perform all right-of-way activities including all eminent domain activities, if necessary.
3. Identify and locate all utility facilities in the PROJECT area. Make necessary arrangements for timely accommodation, protection, relocation, or removal of any existing utility facilities which conflict with construction of the PROJECT.